

The Masters Institute of Creative Education

The Legal, Privacy Statement and Terms and Conditions Agreement of this website (www.themasters.institute) are outlined in respect to Headmasters Pty Ltd T/A The Masters Institute of Creative Education ABN 20 061 413 607 (thereafter referred to or known as The Masters, TM, 'we', 'our' or 'us').

Legal Statement - Privacy

The Masters has created this statement in order to demonstrate our firm commitment to privacy. The following discloses our privacy, information gathering and dissemination practices.

General Privacy Policy - National Privacy Principles (NPP)

The National Privacy Principles established in Australia by the Privacy Act 1988 (Cth) (Privacy Act) apply to TM.

Information Collection & Use

TM will collect and store your personal or entity information in order to provide you with a service you have asked us to provide. TM will not use personal information for purposes beyond those deemed necessary in the normal course of business.

Personal client data and information gathered for the creation of the database are for the sole use of TM. The TM database is private and confidential. The database will not be passed to any third party by TM without the express permission of the client, unless it is necessary to pass on this information in order to provide a service that you have asked us to provide (see section: General Provisions). TM does not share, store or use identifiable personal information for any secondary purposes unless required to do so by law.

This site contains links to other sites. TM is not responsible for the privacy practices or the content of such websites.

Sensitive Personal Data

TM may collect sensitive personal data intentional or incidentally. By providing us with solicited and unsolicited sensitive personal data, you consent to our using the data subject to applicable law as described in this notice. The references to sensitive personal data are to the various categories of personal data identified by ancillary data privacy laws as requiring special treatment, including in some circumstances the need to obtain explicit consent.

As the nature of the work undertaken by TM has both national and global perspectives, where necessary data collected may be transferred domestically and/or internationally between ourselves and others. Whilst TM take steps to maintain the security of www.themasters.institute you should understand that the open nature of the internet is such that data may flow over networks without security measures and may be accessed and used by people other than those for whom the data is intended.

Disclosures

TM may disclose your personal information for the purposes for which it is primarily held or for a related secondary purpose. In some cases TM may only disclose information with your consent. We may disclose your personal information where we are under a legal obligation to do so, including circumstances where we are under a lawful duty of care to disclose information.

The Masters Security Policy

The Masters uses the eWAY Payment Gateway for its online credit card transactions. eWAY processes online credit card transactions for thousands of Australian merchants, providing a safe and secure means of collecting payments via the Internet. All online credit card transactions performed on this site using the eWAY gateway are secured payments.

- Payments are fully automated with an immediate response.
- Your complete credit card number cannot be viewed by The Masters or any outside party.
- All transactions are performed under 128 Bit SSL Certificate.
- All transaction data is encrypted for storage within eWAY's bank-grade data centre, further protecting your credit card data.
- eWAY is an authorised third party processor for all the major Australian banks.
- eWAY at no time touches your funds; all monies are directly transferred from your credit card to the merchant account held by The Masters.

For more information about eWAY and online credit card payments, please visit www.eWAY.com.au

The Masters Refund Policy

If an enrolment is cancelled more than 28 days prior to commencement of the course there will be a cancellation fee equivalent to 25% of tuition fees. If an enrolment is cancelled within 28 days of commencement of the course, or the student does not commence on the agreed date, or withdraws from the course once it has commenced there will be no refund.

The cost of the equipment kit is non-refundable under any circumstances except in the event of the course being cancelled by the provider and where the kit has not yet been provided to the student.

Enquiries & Complaints

You can make further enquiries about our privacy policies to our Privacy Co-ordinator whose contact details are:

Privacy Co-ordinator

The Masters Institute of Creative Education
 Level 2, 185 Spring Street
 Melbourne Victoria 3000 Australia
 Telephone: +61 3 9945 9522
 E-mail: hello@themasters.institute

If necessary, you can also make a complaint to the Office of the Federal Privacy Commissioner in Australia.

Access

Subject to a number of exceptions which are set out in the Australian National Privacy Principles Act 1998, you can gain access to the personal information that we hold about you. TM will refuse access if it interferes with the privacy rights of other persons, or if it breaches any confidentiality that is attached to that information. If you wish to obtain access to your personal information you should contact our Privacy Co-ordinator. You will need to be in a position to verify your identity. Our Privacy Co-ordinator would discuss this with you. You should also anticipate that it may take a little time to process your application for access as there may be a need to retrieve information from storage and review information in order to determine what information may be legally provided.

General Provisions

The TM privacy statement and website agreement is governed by the laws in force in Victoria, Australia. You irrevocably submit to the non-exclusive jurisdiction of the Courts of Victoria and Courts of Appeal in Australia from them and/or any relevant tribunals for determining any dispute

concerning this agreement. TM may legally assign any of our rights and obligations under this agreement at any time by giving you notice.

Contacting The Masters Privacy Co-Ordinator

If you have any questions about the The Masters privacy statement, please e-mail the Privacy Co-ordinator at hello@themasters.institute

Website Terms & Conditions

About The Masters Website

This facility, www.themasters.institute is the The Masters website and you have the ability to enter into transactions directly with TM or with certain parties whose content appears on the site. You acknowledge that third parties provide some of the material accessible through the facility, and TM are not responsible for this material.

General Provisions

This agreement is governed by the laws in force in Victoria Australia. You irrevocably submit to the non-exclusive jurisdiction of the Courts of Victoria and Courts of Appeal from them and/or any relevant tribunals for determining any dispute concerning this agreement. TM may legally assign any of our rights and obligations under this agreement at any time by giving you notice. Your use of this website and on-line facilities such as enrolment or enquiry requests is subject to the following terms and conditions. Your use of the website or any of its content signifies your acceptance of these terms and conditions:

1. Ownership, Copyright and Trade Marks

All title, ownership rights and intellectual property rights, including copyright, rest with TM, and any unauthorised use is strictly prohibited.

2. Accuracy of Information and Limitation of Liability

TM does not endorse or recommend any particular third party represented on this website. TM have taken steps to ensure that the content of this website, including all information and listings is correct, but it is subject to amendment at any time without notice. As user, you acknowledge and accept that:

TM cannot verify the accuracy, completeness or suitability for any particular purpose of (and has not done so), any information or content that is provided by third parties. That information or content may include errors, omissions or other inaccuracies. To the extent permitted by law, TM will not be responsible for any errors, omissions or misleading information. You agree to make your own evaluation of the suitability, accuracy and completeness of any information, opinion, advice or other content that is available on or through the website before you rely upon it.

You are solely responsible for the suitability of any third party service. In particular, TM are not liable for any loss, damage, inconvenience or liability that is caused or incurred as a result of your use of any such services whether alone, or in association with other services. To the maximum extent permitted by law, TM disclaims all liability for any technical errors, corruption of any data, unauthorised access to your personal data, inaccuracies in information supplied by third parties where that failure is due to circumstances beyond its control.

3. Warranties

To the maximum extent permitted by law, TM disclaims any warranties, assurances or promises, express or implied, regarding this website and any service or facilities that it provides.

4. Use of the On-line Facility

TM accordingly accepts no responsibility or liability for any misunderstanding, error, loss, damage, or inconvenience whatsoever and howsoever caused in respect of any enrolment and/or request made through the on-line facility. You agree that you will carefully check, and correct any mistakes in, any application and/or request that you make through the on-line facility.

5. Use of Your Contact Information

As the user of this website and any service or facility, you agree and consent that TM may use your contact information (i.e. your name, e-mail and physical / postal address and/or other contact details) for commercial purposes either directly or indirectly connected with your request.

6. Indemnity

As a condition of your use of this website you agree to indemnify TM from and against any liability, damage or loss that HM incurs or suffers as a result of any action, inaction or omission on your part.

7. Your Responsibility

By enrolling or making a request through the website, you warrant to TM that you are at least eighteen years old. You must read the specific terms and conditions and convey all information set out in those terms and conditions to TM and any other parties covered by any enrolment you make.

You must not use the service for any activities that breach any laws, infringe any party's rights, or breach any standards, content requirements or codes promulgated by any relevant authority. You must not use the service in any way, which interferes with other users or defames, harasses or menaces anyone. You indemnify TM from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of or in any way connected to use of the service by you or any other person including using a membership identification or password you may subsequently receive.

You acknowledge that copyright subsists in all software, including HTML code, provided on, by or in association with the website. You must not modify, copy, transmit, display, perform, publish, license or create derivative works from any information or software accessed by means of the website without the express permission of TM. Where copying or transmission is expressly permitted, you must not change or delete any author attribution or copyright notice.

Specific Terms & Conditions:

1. Fees, Charges or Services

Certain fees and/or services displayed on the website may, or may not include Australian Goods and Services Taxes (GST) and/or any additional charges. These will be advised to you upon enrolment or action of your request. Enrolments made through the website also constitute a request, and the correctness of this request in regards to abiding by the rules and regulations of TM is the responsibility of you.

TM do not guarantee fees or charges quoted until the enrolment is confirmed and/or the request is acted upon by TM. You are hereby advised: TM reserve the right to alter, change, delete or amend fees, charges and/or services without notice.

2. Credit Card Transactions

Credit card transactions may incur a service fee on certain services. Charges will be advised to you at the time of confirmation. TM accepts no responsibility for any breaches of security or misrepresentation in relation to credit card transactions.

3. Liability

TM does not accept responsibility for any service or conditions that are incorrectly represented within this system. The data and services shown are provided in good faith and 'as is'. TM do not warrant the accuracy, completeness or fitness for a particular purpose of any data or services provided and to the maximum extent permitted by any law disclaimer all implied warranties in connection with such data or services. In no event shall TM be liable for any injury, loss, claim, damage or any incidental or consequential damages, including but not limited to lost profits or savings, arising out of or in any way connected with the use of any display within the website.

4. Cancellation Fees, Charges and/or Refunds

Certain fees and charges may be payable in respect of transactions entered into using the service. These transactions may include cancellation fees and charges imposed, or any applicable TM refund policy enforced. Before entering into a transaction, the onus is on you to check carefully whether any cancellation fee or charges applies, and/or you are bound by any HM refund policy. You are hereby advised: TM reserve the right to alter, change, delete or amend their cancellation fees, charges and/or their refund policy without notice.

5. Changes to These Terms and Conditions

TM reserves the right to change or modify all or any part of these terms and conditions at any time and without notice.

