

# **THE ACADEMY**

OF REAL ESTATE &  
BUSINESS DEVELOPMENT

## **TERMS AND CONDITIONS**

### **1. ACCEPTING THESE TERMS**

This document, our rules, policies and the other documents referenced make up our Terms and Conditions (“Terms”). The Terms are a legally binding contract between you and us. This contract sets out your rights and responsibilities when you use our site. Please read them carefully.

### **2. CHANGES**

We may amend the Terms at any time by posting a revised version on our site. The revised version will be effective at the time we post it.

### **3. SERVICE**

Our website operates as a real estate school offering education service through in-person sessions.

### **4. INDEMNIFICATION**

You agree that you will be responsible for your use of the materials or content, and you agree to defend and indemnify us from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) your access to, use of, or alleged use of, the site; (ii) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (iii) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (iv) any dispute or issue between you and any third party.

### **5. LIMITATIONS OF LIABILITY**

In no event will we be liable to you for any indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, the site or any materials or content available through the site, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not we have been informed of the possibility of damage.

### **6. TERMINATION**

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We shall be entitled to terminate this and cease to provide you with any Services with immediate effect in the event that you:

- fail to pay when due your Fees;
- act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee or student;
- are in breach of these terms and conditions.

## **7. INTELLECTUAL PROPERTY**

7.1. All Intellectual Property Rights in the Course Materials are, and remain, our intellectual property.

7.2. You are not authorized to: -

- (i) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;
- (ii) record on video or audio tape, relay by videophone or other means the Course given;
- (iii) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;
- (iv) remove any copyright or other notice on the Course Materials;
- (v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Courses.

Breach by you of this clause shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Courses.

7.3. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive license to use the Course Materials in respect of the Course for the sole purpose of completing the Course.

## **8. ENTIRE AGREEMENT**

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This terms and conditions contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and

supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

## **9. SEVERABILITY**

In the event any provision of this terms and conditions is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the terms and conditions, and all other provisions shall continue in full force and effect as valid and enforceable.

## **10. DISPUTE RESOLUTION**

The parties herein shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this contract by conducting good faith negotiations amongst themselves. If the parties hereto are unable to resolve the matter following good faith negotiations, the matter shall thereafter be resolved by binding arbitration.