

TERMS AND CONDITIONS

Welcome to NXT PROPRTI PTY LTD (ACN: 683 987 377). These terms and conditions ("Terms") govern your use of our services, products, and access to any materials, including but not limited to information, advice, and resources provided by NXT PROPRTI PTY LTD.

By engaging with our services or accessing any content we provide, you agree to comply with and be bound by these Terms. It is essential that you read and understand them carefully before proceeding.

NXT PROPRTI PTY LTD reserves the right to update or amend these Terms at any time, with changes taking immediate effect upon publication. Your continued use of our services constitutes your acceptance of any revised Terms.

These Terms and Conditions (the "Terms") govern your use of <https://whop.com/under450k/> (the "Site"). By accessing or using the Site, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Site.

If you do not agree with any part of these Terms, please refrain from using our services. For any questions or concerns regarding these Terms, feel free to contact us directly

1. Intellectual Property

All content on this Site, including but not limited to text, images, logos, designs, and downloadable materials, is owned by NXT PROPRTI PTY LTD or its licensors and is protected by Australian and international copyright laws. Reproduction, distribution, or unauthorised use of any content without prior written permission is strictly prohibited. You may access the Site solely for personal, non-commercial use unless otherwise authorised in writing.

2. Acceptable Use

You agree to use the Site only for lawful purposes and in a manner that does not infringe the rights of, restrict, or inhibit anyone else's use and enjoyment of the Site. Specifically, you must not:

- Harass, abuse, or threaten others;
- Violate any applicable laws or regulations;
- Infringe the intellectual property rights of NXT PROPRTI PTY LTD or third parties;
- Hack, damage, or disrupt the Site's functionality;
- Distribute or upload viruses, malware, or harmful content;
- Post or share defamatory, obscene, offensive, or otherwise inappropriate material.

Breach of this clause may result in immediate suspension or termination of your access to the Site and legal action where necessary.

3. Accounts

By registering an account on the Site, you agree to:

- Provide accurate and complete information during registration;
- Maintain the confidentiality of your account credentials and notify us immediately of any unauthorised use;
- Be solely responsible for activities conducted through your account.

NXT PROPRTI PTY LTD reserves the right to suspend or terminate accounts found to be in violation of these Terms or involved in unlawful activities.

4. Sale of Goods and Services

The Site offers subscriptions, e-products, access to online communities, and consulting services. All purchases are subject to the following terms:

- Payments must be made in full at the time of purchase;
- All descriptions, images, and information provided about goods and services are as accurate as possible but are not guaranteed;
- NXT PROPRTI PTY LTD reserves the right to modify, reject, or cancel any order.

NXT PROPRTI PTY LTD is not liable for errors or inaccuracies in third-party goods or services made available through the Site.

5. Subscriptions

Subscriptions will automatically renew unless cancelled before the renewal date. Users may cancel subscriptions via their account settings on the Site. Upon cancellation, no further charges will be made, but access will continue until the end of the current subscription period.

6. Community-Based Services

NXT PROPRTI PTY LTD offers community-based services, such as forums, discussion groups, and online events, to foster engagement among users. By participating, you agree to:

- Treat other members with courtesy and respect;
- Avoid harassment, discrimination, or any behaviour deemed inappropriate;
- Respect the confidentiality of others and refrain from sharing their private information without consent;
- Abide by all additional rules or guidelines provided for community engagement.

NXT PROPRTI PTY LTD reserves the right to monitor and remove any content or restrict access to the community for violations of these Terms. Users are solely responsible for

interactions within the community. NXT PROPRTI PTY LTD disclaims liability for disputes, damages, or issues arising from community engagement.

7. Private Community Access

The Site provides access to a private community for its members. By joining the private community, you agree to the following additional terms:

- Membership in the private community is contingent upon adherence to all Site Terms and any specific community rules provided upon joining;
- Private community access is for registered and verified users only and may not be shared, transferred, or sold;
- Any conduct deemed inappropriate, disruptive, or harmful to other members or the community's purpose will result in immediate removal without refund;
- NXT PROPRTI PTY LTD reserves the right to revoke access to the private community at its sole discretion, particularly in cases of violations of these Terms or harmful behaviour.
- Any advice, mentorship, or guidance provided through the private community, including the Site or associated Discord, is strictly for informational purposes and does not constitute financial advice. Members are encouraged to consult a qualified financial advisor for personalised guidance. By participating, you acknowledge that NXT PROPRTI PTY LTD and associated parties are not responsible for any financial losses or gains incurred and agree to waive any claims against NXT PROPRTI PTY LTD or its representatives.

NXT PROPRTI PTY LTD is not responsible for any interactions, disputes, or outcomes resulting from participation in the private community. Users are encouraged to exercise caution and discretion when interacting with others.

8. Consulting Services (1-1 and Group)

The Site offers both 1-1 and group consulting services for members seeking personalised guidance or collaborative insights. By engaging in these consulting services, you agree to the following terms:

1-1 Consulting

- **Personalised Guidance Only:** 1-1 consulting provides tailored insights, strategies, and advice based on your unique circumstances. However, these services do not constitute legal, financial, or investment advice. Members are encouraged to consult qualified professionals for comprehensive financial or legal guidance.
- **Non-Guarantee of Results:** NXT PROPRTI PTY LTD and its representatives make no guarantees regarding specific outcomes, results, or financial performance resulting from 1-1 consulting. All decisions and actions taken are solely the responsibility of the client.

- **Confidentiality:** Information shared during sessions will be treated with confidentiality, except where disclosure is required by law. Clients are also expected to respect the confidentiality of NXT PROPERTI PTY LTD's processes, strategies, and insights.
- **Payment and Scheduling:** Payment for 1-1 consulting must be made in advance, with scheduling subject to availability. Cancellations or rescheduling requests must be made at least 24 hours in advance, or the session fee may be forfeited.
- **Code of Conduct:** Respectful engagement is expected during sessions. Any inappropriate or disruptive behaviour will result in the immediate termination of the session without refund.

Group Consulting

- **Collaborative Environment:** Group consulting sessions are designed to provide general insights and strategies to a group of participants. While discussions may address common challenges or goals, personalised advice cannot be guaranteed.
- **Participation and Conduct:** Members are expected to participate respectfully and collaboratively. Disruptive or inappropriate behaviour may result in removal from the session without refund.
- **Confidentiality:** While NXT PROPERTI PTY LTD and its representatives strive to maintain a confidential environment, participants are reminded that group settings do not guarantee complete privacy. Members should exercise discretion when sharing sensitive information.
- **Non-Guarantee of Results:** No guarantees are made regarding specific outcomes or results from group consulting sessions. Participants are responsible for applying the insights gained to their individual circumstances.

General Terms for Consulting Services

- **Informational Purpose Only:** All advice, guidance, and strategies provided in 1-1 or group consulting are strictly for informational purposes. NXT PROPERTI PTY LTD and its representatives are not responsible for any financial losses, missed opportunities, or other adverse outcomes.
- **Limitation of Liability:** By participating in consulting services, you acknowledge that any actions taken are your responsibility, and you agree to waive any claims against NXT PROPERTI PTY LTD or its representatives.

By engaging in 1-1 or group consulting, you agree to these terms and understand that the purpose of these services is to empower you with insights and tools to make informed decisions tailored to your goals.

9. PDF Downloads and Tailored Reports

The Site provides downloadable PDFs and tailored reports to deliver valuable insights and resources to its members. By accessing or purchasing these materials, you agree to the following terms:

PDF Downloads

- **For Informational Purposes Only:** PDFs are provided for general informational purposes and do not constitute legal, financial, or investment advice. Members should seek professional guidance for personalised advice.
- **Non-Transferable:** PDFs are for the exclusive use of the registered user and may not be shared, distributed, resold, or reproduced without prior written consent from NXT PROPERTI PTY LTD.
- **Accuracy of Information:** While NXT PROPERTI PTY LTD strives to ensure accuracy and relevance, no guarantees are made regarding the completeness, timeliness, or suitability of the content for your specific needs.

Tailored Reports

- **Customised Insights:** Tailored reports are created using the information you provide. You are responsible for ensuring the accuracy and completeness of the data submitted.
- **Non-Guarantee of Results:** These reports aim to provide actionable insights but do not guarantee financial success, investment performance, or other outcomes.
- **Delivery and Turnaround:** Delivery timelines for tailored reports will be communicated upon purchase. Any delays due to unforeseen circumstances will be promptly addressed.
- **Non-Transferable:** Tailored reports are for the exclusive use of the purchaser and may not be shared, distributed, or reproduced without prior written consent from NXT PROPERTI PTY LTD.

General Terms for Downloads and Reports

- **No Liability:** NXT PROPERTI PTY LTD and its representatives are not liable for any financial losses, missed opportunities, or adverse outcomes resulting from the use of PDFs or tailored reports.
- **Refund Policy:** All sales of PDF downloads and tailored reports are final. Refunds are only available if a significant error in the product cannot be resolved.
- **Compliance with Terms:** By accessing or purchasing PDFs or tailored reports, you agree to comply with these terms and acknowledge that all materials are provided "as is," without warranties of any kind.

By accessing or purchasing PDF downloads and tailored reports, you acknowledge and agree to these terms, recognising that these resources are designed to support your decision-making with valuable insights and information.

10. Access to External Data Sources

You may request specific data from paid or free sources such as HTAG, DSR, or similar platforms. However, please note the following terms regarding such requests:

1. **No Obligation to Provide Data:** While you are welcome to request data, I am under no obligation to provide it. Requests will be assessed on a case-by-case basis and are granted at my sole discretion.
2. **Non-Refundable Services:** The refusal to provide requested data does not constitute grounds for a refund of any fees paid for services or access to content.
3. **Full Discretion:** I reserve the right to deny requests for data without explanation. This includes, but is not limited to, cases where such data requests may conflict with my policies or the terms of use of third-party platforms.

11. Payments and Refunds

Payments

The Site accepts payments via credit card, PayPal, debit card, and direct debit. By providing payment information, you authorise NXT PROPRTI PTY LTD to charge the specified amount to your chosen payment method. NXT PROPRTI PTY LTD reserves the right to cancel transactions suspected of fraud or unlawful activity.

Refunds

- Goods: All sales are final and non-refundable.
- Services: Subscriptions and consulting services are non-refundable. Cancellations will stop future charges but retain access until the end of the subscription term.

12. Consumer Rights

These Terms comply with the Australian Consumer Law (ACL) and other applicable legislation. Where mandatory provisions of the ACL apply, these Terms will not exclude, restrict, or modify your rights and remedies under such laws.

13. External Links

The Site may contain links to external websites or resources not owned or controlled by NXT PROPRTI PTY LTD. We do not endorse or accept responsibility for the content, practices, or policies of third-party websites. Users are encouraged to review the terms and privacy policies of linked websites.

14. Limitation of Liability

To the fullest extent permitted by law, NXT PROPERTI PTY LTD and its affiliates disclaim liability for any direct, indirect, incidental, or consequential damages arising from:

- Your use of or inability to use the Site;
- Reliance on information provided on the Site;
- Interactions with other users or third parties through the Site.

15. Indemnity

You agree to indemnify and hold harmless NXT PROPERTI PTY LTD, its directors, officers, employees, and affiliates from any claims, losses, damages, liabilities, or expenses (including legal fees) arising from:

- Your use of the Site;
- Your breach of these Terms;
- Your violation of any applicable laws or third-party rights.

16. 30-Day Satisfaction Guarantee

- **Eligibility:** Our 30-day satisfaction guarantee applies to all purchases made through our platform. To qualify for a refund, the purchase must be made directly from our website or platform and be within 30 days of the transaction date.
- **Refund Request:** To request a refund, you must contact us via our support email (nxtpropterti@gmail.com) within 30 days of your purchase. Please include your order details, a brief explanation of your dissatisfaction, and any relevant details.
- **Refund Process:** Upon receiving your refund request, we will review it and process your refund within 5-14 business days. The refund will be credited to the original payment method used at the time of purchase.
- **Refund Eligibility:** Refunds will only be granted if the following conditions are met:
 - The refund request is submitted within 30 days of the purchase date.
 - The product or service has not been used in a way that violates our usage policies.
 - Refund requests are not based on personal preferences or change of mind after use.
- **Non-Refundable Situations**

The satisfaction guarantee does not apply to:

 - Products or services purchased outside the 30-day window.
 - Products that have been accessed or downloaded in full, unless there are technical issues preventing use.
 - Products or services that are part of special promotions or non-refundable offers.
- **Changes to Terms:** We reserve the right to modify or discontinue this satisfaction guarantee at any time without notice. Any changes will not affect refund requests submitted within the 30-day period.

17. Applicable Law

These Terms are governed by the laws of New South Wales, Australia. Any disputes arising from or relating to these Terms will be subject to the exclusive jurisdiction of the courts in New South Wales.

18. Additional Terms

- All materials and opinions provided by NXT PROPRTI PTY LTD are for informational purposes only and do not constitute financial or investment advice. Users should consult qualified professionals before making financial decisions.
- Access to the Site and community resources may be revoked without notice for behaviour deemed disrespectful, inappropriate, or in violation of these Terms.
- All content provided by NXT PROPRTI PTY LTD is intended for personal use only. Redistribution, reproduction, or commercial use is prohibited without prior written consent.

19. Severability

If any provision of these Terms is found to be invalid, unenforceable, or unlawful, the remaining provisions will remain in effect and enforceable.

20. Free Trial Policy

NXT PROPRTI PTY LTD may, at its sole discretion, offer a limited free trial of certain services to eligible users. By applying for a free trial, you agree to the following terms:

- **Application-Based Access:** The free trial is not automatically granted. Access is provided on an application-only basis and is subject to approval by NXT PROPRTI PTY LTD. We reserve the right to accept or reject any application at our sole discretion without explanation.
- **Trial Duration and Charges:** If your application is approved, you will receive access to designated services for a limited trial period, as specified at the time of approval. **It is your responsibility to cancel the free trial before it expires** to avoid automatic charges. If you do not cancel before the end of the trial period, your subscription will automatically convert to a paid plan, and the applicable fees will be charged to your nominated payment method.
- **Immediate Access Termination Upon Cancellation:** If you choose to cancel during the trial period, access to the services provided under the free trial will be **immediately revoked** and cannot be reinstated unless a paid subscription is purchased.

- **One Trial Per User:** Free trials are limited to one per user, household, or organisation unless otherwise authorised in writing by NXT PROPERTI PTY LTD.
- **No Obligation to Continue:** There is no obligation to continue with a paid subscription after the trial ends. However, refunds will not be issued for charges incurred if cancellation is not completed before the trial's expiry.

By signing up for a free trial, you acknowledge and accept full responsibility for monitoring the trial period and cancelling in time if you do not wish to proceed with a paid plan.

21. Changes

NXT PROPERTI PTY LTD reserves the right to amend these Terms at any time. Any updates will be communicated via email or prominently posted on the Site. Continued use of the Site following amendments constitutes acceptance of the updated Terms.

22. Contact

If you have any questions, concerns, or require further clarification, please contact us at nxtpropterti@gmail.com.

Effective Date: (06/06/25) 6th Of June 2025