

XHP Platform Terms and Conditions

Updated: 11/02/2019

1. About Membership to XHP Platform

- 1.1. A membership provides you with unlimited access to XHP platform.
- 1.2. In order to create or activate your membership, you will be required to sign up via the platform and complete the signup process before you are taken to the page to pay your annual membership fee
- 1.3. Membership fee is not part of your Scheme account balance.
- 1.4. Membership access is only for the duration selected at the time of signup. For example. If two (2) payment was what was selected, access to the platform is only for 6 months (180 days) from the date of confirmation of the first payment. (if paid on 1st of March of a given year, next payment is due on 1st of Sept of the year.)
- 1.5. You are responsible to pay your membership fee before the due date
- 1.6. XHP will send you notification of renewal dates with links to pay the membership.
- 1.7. After the first year you can pay the membership fee from your scheme account balance via the portal

2. Processing and Payment

- 2.1. At the time of signup membership fee is payable by credit or debit card, note standard transaction fees and charges apply. XHP will process your subscription as promptly as possible. Your payment details must be verified before your account can be activated.
- 2.2. You have the choice of 4 payment options. Single payment is the best value and the cheapest on an annual access basis.
- 2.3. If your payment method is invalid, or your payment is otherwise rejected, your access will be limited to your ability to make the payment via your membership profile on the platform and unlimited access will be revoked until payment has been processed.
- 2.5. If your membership is cancelled due to such a payment issue, XHP may instruct the Trustee of the scheme to suspend or invoke trustee cancellation if not rectified within 14 days.
- 2.6. Membership fee is refundable less transaction processing and handling fee charged by financial institutions and payment processing gateway within the cooling off period.
- 2.7. Credit or debit card processing fee is 1.75% plus .30 cents charged by Stripe the payment processing company.

3. Pricing

- 3.1. When you purchase a membership, you agree to pay the price as stated for the period of access you have selected. You also agree to the payment frequency specified at the time of your order if choosing multiple payments.
- 3.2. Any discount eligibility is determined at the time of order. Discounts cannot be applied retrospectively.
- 3.3. XHP reserves the right to change the prices and fees at any time. We will provide you with 14 days notice if the regular rate of a Membership changes from what was stated at the time of your order.
- 3.4. Price changes will take effect from your next membership renewal date after the notice period. If you do not wish to continue your membership at the revised price, you may cancel your membership and your account in the scheme via your membership portal.

4. Promotions

4.1. XHP may at times offer special promotions and other offers. The specific terms and conditions of each offer will be stated at the time of the promotion and will apply in addition to these Membership Terms and Conditions. In the event of any inconsistency between the terms and conditions of a special offer and this Membership Terms and Conditions, this Membership Terms and Conditions will apply.

4.2. From time to time XHP offers promotional pricing that will apply for the the term agreed when accepting that promotional offer. Pricing will automatically resume at your standard member rate chosen unless you cancel at the end of the promotion period.

5. Managing your Membership

5.1. You can manage your account and personal details online via

<https://xhp.com.au/member/login>

5.2. You can change your chosen membership at any time. When you change your membership type for payment frequency, your membership renewal date will reset from the date the payment frequency opted by you has changed. For example if you switch from four (4) payment to single (1) payment, your annual membership renewal date will reset to the date the single payment was successful.

6. Suspension Policy

6.1 Membership cannot be suspended under any circumstance for the period chosen. For example you cannot suspend your membership midway of your membership.

7. Cancellations

7.1. You can cancel your Membership at any time by contacting XHP

Send an email that includes your full name and membership number to info@xhp.com.au

7.2. Membership fee paid are non-refundable after the cooling off period.

7.3. XHP reserves the right to suspend or cancel your membership at any time in its absolute discretion for violations of scheme conditions or security breaches or orders of law enforcement authorities or a court of law. In the event that XHP cancels your membership, you will receive a pro-rata refund for the balance of the term on your membership

8. Cooling off period

8.1. A new member has a 30 day cooling off period from the date of joining and paying the membership fees.

8.2. If a member wishes to cancel within the cooling off period, the member is entitled to a full refund less fees and charges levied by financial institutions and payment gateways.

8.3 Request to cancel membership must be submitted by the member via the online platform to XHP

9. Your Privacy

9.1. You agree that your name, address, email address, year of birth, postcode, gender and mobile/telephone number will be collected and stored by XHP and used for the purpose of managing your , communicating with you about your and to notify you of any associated customer offers or benefits or future s, unless otherwise notified by you.

9.2. Information on how we handle your personal information is explained in our Privacy Policy. You can obtain further information on our Privacy Policy by visiting

<https://xhp.com.au/privacy-policy>

10. Disclaimers

- 10.1. You agree that any errors you make in entering your contact information and order details are your responsibility and XHP is not liable for any consequences that may arise as a result of such errors or incorrect information, including but not limited to sending you information to the nominated contact information.
- 10.2. You agree that any errors made in entering your contact information and order details are your responsibility to report to XHP within 7 days of becoming aware of the error.
- 10.3. To the extent permitted by law, XHP is not liable to you for any loss or damage incurred by you in connection with your , whether direct, consequential, special, indirect or other loss or damage. In any event, XHP's maximum liability to you is limited to the value of the fees paid within the period of membership.

11 Your Obligations

- 11.1. It is your responsibility to ensure annual membership fees are paid up and your membership is current. Non payment of fees will restrict access to the platform.
- 11.2. It is your responsibility to check your account statements to verify that the amounts debited from your account for the annual membership is correct and notify XHP if you believe you are being billed incorrectly.
- 11.3. If you are experiencing any technical issues accessing your Membership , it is your responsibility to contact XHP for assistance.

12. General

- 12.1. You agree that all services provided, benefits accepted or offers made by XHP shall be deemed to be provided in Australia, notwithstanding your location, and the terms of such services, benefits and offers shall be governed exclusively by State Of Queensland law, and the Courts of Queensland shall have exclusive jurisdiction to determine any such matters that may arise involving or alleged to involve XHP.
- 12.2. You acknowledge that these Membership Terms and Conditions may be modified by XHP from time to time, including but not limited to terms relating to fees and charges, cancellation and modifying your .
- 12.3. You will be notified of any changes to these s Terms and Conditions by XHP