

ASCENDING MINDS TERMS AND CONDITIONS

Here's Our Legal Stuff & Fine Print – Should you ever need it!!

ASCENDING MINDS ACADEMY PTY LTD

Privacy Policy 2022

Your Privacy:

Ascending Minds respects your rights to privacy and are committed to the privacy of all of our clients. Ascending Minds are bound by the National Privacy Principles and are firmly committed to the confidentiality of all of our users data. We adhere to the National Privacy Principles established by the Commonwealth Privacy Act of Australia 1988. The Privacy Policy outlined herewith explains how we collect and treat your personal information.

Personal information is any information we hold which can be identifiable as being about you.

What type of personal information do we collect?

From time to time Ascending Minds will collect personal details from various sources, including (but not limited to) web address, name, postal address, business address, business type, contact information, gender, occupation and, if and where relevant, your financial information including but not limited to credit card details, banking and income information.

You may provide basic information such as your name, phone number, email address, residential address, business address, web address which will allow us to send you information, provide you with a product or service or updates to a product or service which you have purchased from us, this also includes any surveys, questionnaires and or special promotions that we may offer from time to time. We may also collect other relevant information that you provide to us whilst interacting and transacting with us in all forms.

How we collect your personal Information:

Ascending Minds collects personal information from you in a variety of ways, including when you interact with us in person, on the telephone, on our website or via various electronic means. Such as but not limited to email, website, webform, social media, etc or when we provide our services to you. This also includes instances if/when we receive personal information from external third parties. If/when on any occasion we may do so, your information will remain protected under the Commonwealth Privacy Act of Australia 1988 as mentioned above. No third party can directly access the information held by us, unless you have registered to receive that third party content.

Ascending Minds may use the personal information collected from you to provide you with relevant information about our products and or services. We may also use your personal information to improve our products and or services from time to time in order to better understand your individual needs and requirements.

Cookies:

Ascending Minds do use cookies to assign your computer an identifiable "user i.d." The cookies do not contain any information wherein we can identify you. They identify your computers id. to our servers. You can, at any time, configure your browser to identify and notify you before any cookies are downloaded so that your browser doesn't accept any cookies.

Ascending Minds Academy Pty Ltd may use information contained in cookies to make assumptions about the user of the computer and to provide users of that computer with direct targeted advertising which our organisation believe may be of value and relevant interest to you based on that information.

How we communicate with you:

Ascending Minds may contact you via various means, such as, but not limited to: email, telephone, SMS, mms, social media. You can choose how we communicate with you and manage your consents to receiving promotions and offers by contacting us at geoff@ascendingminds.com.au or you can unsubscribe to our emails at any time.

Disclosure of personal information:

We may from time to time be required to disclose your personal details in order to comply with any legal requirement, court of law, legal regulations or requirements and or any legal case or proceeding in response to any law enforcement request.

We hereby acknowledge that by you providing us with your personal information you therefore consent to the terms of this Privacy Policy and the types of a disclosure contained herein.

Any exchange of information from you to us is carried out at your own risk. We take all necessary and reasonable steps to ensure that your information is given full protection though we are unable to guarantee the security of information that you provide to us and or receive from us. We do our utmost to take all necessary and relevant precautionary measures to safeguard against any unauthorised disclosures of information and we cannot guarantee that any personal information we collect will therefore not be disclosed in a manner that is inconsistent with our Privacy Policy.

Accessing your personal information:

You may request and we will generally provide you with access to your personal information if practicable and will take all reasonable steps to amend any personal information that is not deemed accurate, correct or out of date by you. You can contact our office to amend your personal details by emailing us at geoff@ascendingminds.com.au

We do hereby reserve the right to refuse to provide you with information that we hold about you in certain circumstances as set out in the Privacy Act.

Complaints:

Should you have any concerns or complaints about our privacy practices, please contact our office via email at geoff@ascendingminds.com.au. Your personal information is important to us and we value and appreciate you for the disclosure of same. We take privacy complaints extremely seriously. Should you have any complaint in relation to the privacy of your information held by us, please contact us immediately and we will respond accordingly.

Privacy Policy Modifications:

Please be advised that we may change our Privacy Policy from time to time or in the future. This policy therefore may be modified. Any modifications can and will be effective immediately they are published. Please therefore, check our policy if when you provide any information to us in any form.

Contact:

Email: geoff@ascendingminds.com.au

PAYSMART/PAYME/ XERO TERMS AND CONDITIONS Direct Debit Request Service Agreement

1. PaySmart (Debit User) will debit the bank account / credit card nominated in the Schedule of this Direct Debit Request as specified. The Debit User may, by prior arrangement and advice to me/us vary the amount or frequency of future debits.
2. Should the original terms & conditions of this authority need to be varied a minimum of fourteen days notice will be provided by the business to you. Queries arising as a result of any such variation must be notified to PaySmart two working days prior to the debit date the variation would apply.
3. Deferment or alteration (written or verbal) by the customer to the debiting schedule will be considered subject to the terms and conditions of any agreement between you and the business named in this Direct Debit Request for whom PaySmart (Debit User) acts on behalf of.
4. If a debit item is disputed PaySmart (Debit User) or your Financial Institution must be notified immediately. PaySmart will endeavour to resolve this matter within Industry agreed time frames. Disputed debit items resolved in favour of PaySmart will incur an administration fee.
5. Direct debiting through BECS is not available on all accounts. You are advised to check your account details against a recent statement from your financial institution. If uncertain, you should check with your financial institution before completing the DDR.
6. When a debit day falls on a weekend and/or a national public holiday all debits for that weekend or national public holiday will be processed on the PREVIOUS WORKING DAY. If unsure, you should contact PaySmart (Debit User).
7. PaySmart may, under certain provisions of the Privacy Act 1988 give information about you to a credit reporting agency. This information will be limited to repayments which are overdue pursuant to the terms and conditions of any contractual agreement between you and the business named in this Direct Debit Request and for which debt collection has started. You The Customer may be liable for any costs associated with the recovery of your overdue account, this may include, but is not limited to the following; legal fees, interest and mercantile agency collection cost.
8. It is your responsibility to ensure cleared funds are available in your nominated bank account/credit card to meet the direct debit payment. If a debit is returned unpaid by your financial institution, you will be responsible for payment of the debit plus an additional cost of up to \$15.90 for return fees and administrative costs incurred by PaySmart (Debit User). If PaySmart (Debit User) has not received instruction to the contrary from you, we will debit both the next due payment and any overdue amounts on your next scheduled debit date.

9. This authority shall stand pursuant to the terms and conditions of any contractual agreement between you and business named in this Direct Debit Request. The administration only of this authority is conducted by PaySmart (Debit User) acting as a billing agent for the business. The services provided by PaySmart are administrative only and do not extend to the provision of any services or benefits provided by the business / centre. This authority shall be interpreted and enforced pursuant to the laws of the state of Queensland.

10. To stop or cancel a direct debit it is recommended that you contact the business named in this Direct Debit Request in the first instance. The terms and conditions or any agreement between you and the business for whom PaySmart (Debit User) acts on behalf of must be complied with. However, if a dispute occurs between you and the business all enquiries regarding a stop or cancellation of a direct debit should be directed to either PaySmart (Debit User) or your own financial institution.

11. Collected funds are held in trust until disbursement. In event of fraud where PaySmart is not at fault, PaySmart will be free of any legal liability.

12. No account records or account details will be disclosed to any person or persons except where such information is required in connection with any claim relating to an alleged incorrect or wrongful debit.

13. All enquiries in relation to refunds must be directed to the business named in this Direct Debit Request.

14. PaySmart (Debit User) will communicate to me/us from time to time. To ensure communication reaches me/us it is important PaySmart (Debit User) is supplied by me/us with a valid email address and mobile phone number. Failure to supply a valid email address and a mobile phone number will prevent PaySmart (Debit User) from contacting me/us regarding important information concerning my account.

15. In signing this Direct Debit Request, I /we accept the conditions outlined in PaySmarts Product Disclosure Statement (PDS) in its entirety. PaySmart (Debit User) will email the PDS to me/us and, if this is not received, I/we acknowledge that I/we have accessed, read and understood the PDS on the PaySmart website: www.paysmart.com.au.

Customer Information

All Ascending Minds and Ascending Minds Academy customer account information is held confidential. We do not sell our customer information. Customer information such as name, email address, mailing address, phone number, fax number and billing information is collected for the sole purpose of providing services to our customers and notifying them of improvements to our products and services.

From time to time, we will send special offers and promotional notices via mail, email, fax, and/or voice broadcast to our customers and to prospects who have expressed interest and have requested such information. At any time, customers may opt-out of such offers and notifications by following the opt-out link on the specific communication or by contacting Ascending Minds.

geoff@ascendingminds.com.au
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