

## Complete your details below

First name(s): \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/Code: \_\_\_\_\_

Email address: \_\_\_\_\_

Skype Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Phone: \_\_\_\_\_

How did you hear about this course? \_\_\_\_\_

Which Association are you with? \_\_\_\_\_ Association Member No: \_\_\_\_\_

Who are you Insured with? \_\_\_\_\_

**(MUST present a current certificate of Insurance to do this training - via email, fax, or post (see below for details))**

## Select your course

 **TKMSB1 - Kanetica™ – Structural Balancing I (\$2500)**  
20 CPE points (AAMT)

**TKMSB2 – Kanetica™– Structural Balancing II (\$2900)**  
CPE points pending (AAMT)

**Note: A non-refundable deposit of \$250 per course is required within 5 days upon receipt of your registration form to secure your placement.**

**I prefer to pay in full within 7 days**

**Referrals: Receive \$200 per person you refer\***

(\*All payouts are paid upon completion of the course of the person you referred)

Office Use Only:

\_\_\_\_\_ \$2500

\_\_\_\_\_ \$2900

\_\_\_\_\_

TOTAL: \_\_\_\_\_

Office Use Only:

ReffDisc: Y N

Qty

Tot

## Choose your Payment Option

**Payment Plan:** Regular direct debit, choose between \$100 - \$299 per payment.

**Please complete the Ezypay Direct Debit Request Form provided**

(Additional fees apply-see Terms and Conditions)

Would you like to receive SMS reminders? (\$0.55 per debit reminder)? YES NO

**Credit Card:** Visa \_\_\_\_\_ MasterCard \_\_\_\_\_  
(incurs processing fee of 1.5%)

Card Number: \_\_\_\_\_ Card Expiry: \_\_\_\_/\_\_\_\_

Name on Card: \_\_\_\_\_ CSV (3 digits) \_\_\_\_\_

**Direct Deposit ANZ, BSB 014-527, A/C 4832-37749, Kanetica**

Please put your name as reference

**Bank Cheque or Money Order (payment in full only)**

Send to 87 Henry Cotton Drive, Parkwood, QLD, 4214

**Cash**

**Paypal**

Office use only

## Your education and experience

What is the highest level of education you have completed?

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Please list any other training you have done that might be relevant to this course.

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Why do you want to complete this qualification?

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What is your current occupation?

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# Practitioner Training Program Course Registration Form

**Important:**

**Please send us the following:**

- 1) Registration Form**
- 2) Signed Agreement, Terms and Conditions**
- 3) Ezy pay Payment Plan Application (if you chose a payment plan)**
- 4) Copy of your current Insurance Certificate**

Email to: [info@kanetica.com.au](mailto:info@kanetica.com.au), OR

Fax to: (07) 55 716 519, OR

Post to: 87 Henry Cotton Drive, Parkwood, QLD, 4214

**Congratulations!**

You will receive a welcome email containing course preparation details closer to the course date.

## Parties

Name ABMO Pty Ltd as Trustee for ABMO Trust ("ABMO")  
ACN 131 218 767  
Address 87 Henry Cotton Drive, Parkwood Qld 4214  
Attention: Agata Mouasher

### AND:

**Name** \_\_\_\_\_ ("Participant")

**Address** \_\_\_\_\_

## Background

- A ABMO has developed an advanced structural balancing method (hands-on) that primarily treats stiff joints/tissues, restores movement and function, reduces and manages pain, and rebalances the body known as Kanetica, together with a distinctive and valuable name, image and reputation associated with Kanetica.
- B The Participant wishes to learn more about Kanetica and possibly become an accredited and/or preferred Kanetica Structural Balancing practitioner after the completion of the necessary training and meeting eligibility requirements on the terms and conditions of this agreement. Ownership.

### 1. Ownership

ABMO covenants and the Participant acknowledges that:

- (a) ABMO is the exclusive owner of Kanetica;
- (b) ABMO is the exclusive owner of the Web Software and Website; and
- (c) Participant's right to use Kanetica is pursuant to this agreement.

### 2. Level 1 Participant

- (a) Subject to the Participant complying with this agreement, ABMO grants to the Level 1 Participant the right to:
  - (i) use Kanetica as part of the Participant's Practice;
  - (ii) treat the Participant's Patients using Kanetica;
  - (iii) have access to the exclusive Kanetica Discussion and Support Group; and
  - (iv) access to the Websitefor the Term of Licence and on the terms and conditions contained in this agreement (**the Licence**).
- (b) The Participant cannot appoint any person as a sub licensee or grant any right to any person to carry on the business of a sub licensee or use the rights granted under this Agreement.

### 3. Scope of Granting of Rights

- (a) The Participant must not teach or duplicate Kanetica to any other person.
- (b) To the extent that there is any goodwill associated with, or comprised in Kanetica, the Web Services or the Website, such goodwill remains the property of ABMO and the Participant will have no right, interest in or claim for compensation in respect of the goodwill. If the Participant at any time adds to the goodwill, the Participant will be deemed to have been adequately compensated for such addition by virtue of the fees it earns under this agreement.

### 4. No infringement

The Participant will not at any time use, register or apply to register:

- (a) any name used by ABMO or any of the Intellectual Property Rights; or
- (b) any name, trade mark, symbol or device which incorporates, is confusingly similar to, is a simulation or colourable imitation of, is likely to deceive or cause confusion with or unfairly competes with:
  - (i) a name used by ABMO; or
  - (ii) any other of the Intellectual Property owned by ABMO, whether as the whole or part of a corporate name, business name, trading name, trading style, trade mark, domain name, electronic business mail address or otherwise in any part of the world except with ABMO's prior written consent and in accordance with all terms on which that consent has been given.

### 5. Acknowledgment and Indemnity

The Participant acknowledges that:

- (a) it is aware that any infringement or threatened infringement of the Intellectual Property of ABMO may result in ABMO suffering damage, and

(b) the Participant indemnifies ABMO against all Liabilities that ABMO may sustain or incur as a result of any suspected or actual infringement of the Intellectual Property by the Participant.

**6. Use and Disclosure of Confidential information**

The Participant:

- (a) may use any Confidential Information only for the purposes of this agreement; and
- (b) must keep confidential all Confidential Information except to the extent (if any) the Participant is required by law to disclose it.

**7. Payment**

In consideration of the rights granted under this Agreement, the Participant must pay the amount of \$2500 prior to the first day of training.

**8. Media Release**

The Participant consents that:

- (a) ABMO has the right to take photographs, videotape, or digital recordings during the training, and to use these in any media, exclusively for the purposes of marketing, training and education,
- (b) the Participant's name and identity may be revealed therein or by descriptive text,
- (c) the Participant waives any rights, claims, or interest to control the use of their identity.

**Signature**

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Signed by \_\_\_\_\_ ( Name of Participant)

\_\_\_\_\_ (Signature of Participant)

**Executed by ABMO Pty Ltd ACN 131 218 767**

in accordance with its Constitution and pursuant to section 127 of the Corporations Act

\_\_\_\_\_ (Signature of Director)

\_\_\_\_\_ (Name of Director)

**See Terms and Conditions on next page**

**Change of Contact Details** - Please advise us of any changes to your contact or payment details.

**Deposit** – To reserve your place, a **non-refundable** deposit is required to be paid **within 7 days** upon receipt of your registration.

**Payment** – Full payment is due prior to course start date. Visa and Mastercard payments incur a processing fee of 1.5% (unless you are on a payment plan, see below).

**Payment Plans** – Ezyppay is an automated payment service. To setup a payment plan based on regular direct debits, please complete the Ezyppay Direct Debit Request on the Course Registration Form. In order to administer this service, Ezyppay has its own set of fees. If you have chosen a payment plan, please note the following applicable fees:

Ezyppay Fee Type	Fee (incl. GST)	When does it apply?	Ref
Customer Set-up fee	\$4.72	One off fee to set up your payment plan	0.
Transaction fees Bank Account Visa/Mastercard AMEX/Diners	\$1.18 2.91% or \$1.52 whichever is higher. 5.81% or \$2.89 whichever is higher.	Every time a direct debit payment is made	1.
Data handling fee	\$3.00 - quarterly (Jan, April, Jul, Oct)	For maintaining the security and privacy of your banking information.	11. 12.
SMS reminder fee	\$0.55	You will receive a reminder of your upcoming payment 3 days before your debit is due. You can opt-out of this service when the first sms is sent (free).	13.
Failed payment fee	\$15.11	Every time a direct debit fails. You will receive an email notifying you of the failed debit with options, and Ezyppay will try to debit your account again in 14 days.	2.

**Cancellations and Refunds** - Refunds will **not** be issued for: a) failure to attend a scheduled training course, b) non-completion of the course, c) change of mind about a course, or d) other circumstances beyond our control. With unforeseen circumstances, please contact us to discuss and arrange a new course date.

**Disclosure of your information** - We acknowledge and respect the privacy of our registrants and adhere to the Privacy and Personal Information Protection Act 1998. Personal information collected from registrants will not be shared with anyone unless required by law or with a registrant's permission. Our policies and procedures including Data Privacy and Secure Storage of Company Documentation can be provided on request – please email [info@kanetica.com.au](mailto:info@kanetica.com.au).

**Proprietary Interests** Please note that we utilise Sombra® – a natural pain relieving gel in all its practices during treatments and therefore may promote/refer to this product during the course.

Note: You must be a licenced practitioner and hold a current certificate of insurance to do this course.

**If you have questions about our terms and conditions, contact us on (07)5594 9095 before signing this application.**

## Signature

I \_\_\_\_\_ have read the attached terms and conditions and agree to undertake the course I have selected with ABMO Pty Ltd according to their policies and procedures. I acknowledge that I am responsible to make all payments for the course I have selected, and that I am licenced and insured.

Signed \_\_\_\_\_

Date \_\_\_\_\_



**Direct Debit Request Form - new customers only**  
Please use BLACK (Preferable) / BLUE BALL POINT PEN. \* Compulsory field

Principal Name:

**Section A - CUSTOMER INFORMATION**

Your Reference ID for this Customer:

Company Name:

\* First Name:

\* Surname:

\* Date of Birth:  .  .  Password:

\* Address Line 1:

Address Line 2:

\* Suburb:  \* State:  \* P/C:

\* Phone (M):    Phone:

\* Email:

**Section B - PAYMENT INSTRUCTION**

**IMPORTANT**

Fees and charges may apply. Please allow 5 working days for processing after the form is received by Ezypay

1) First debit or once off debit \$  .  To be debited on:  .  .

2) Regular amount \$  .  To be debited every:  Month(s) or  Week(s) Starting on:  .  .

**3) Optional**

Ending on:  .  .  *Debits will continue if no end date is specified* OR End after this total amount is collected: \$  .  *Debits will continue if no total amount figure is specified*

Note : This total amount collected option needs to be pre-organised with EZYPAY

**Section C - PAYMENT METHOD (please select Bank Account or Credit Card)**

Name of Institution e.g. ("Commonwealth Bank"):

Suburb where branch is located:

Name of Account Holder(s):

BSB Number:  -  Account Number:

I / we authorise Ezypay Limited APCA User ID Number 064323 to debit my / our accounts at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS)

OR

**CREDIT CARD**

Select your card type:  VISA  MASTERCARD  AMEX  DINERS

Card Number:         Expiry Date:  .

Name on Card:

**Section D - AUTHORISATION**

This authorisation is to remain in force in accordance with the Terms and Conditions on this page and on the reverse side which I/we have read and understood.

DO NOT MARK THIS BOX  
EZYPAY REFERENCE NO

1.  2.   .  .

Signature of cardholder(s) or account holder(s)

60684

(White - fax to EZYPAY and retain / Yellow copy - customer copy)



## TERMS AND CONDITIONS

**My authority to Ezypay to direct debit my account****1. I authorise Ezypay to:**

- make periodic direct debits of my account for the Principal's fees;
- make periodic direct debits of my account for Ezypay's fees and charges including:
  - Ezypay's fee for the direct debit service;
  - Ezypay's fee for securely maintaining my data;
  - Ezypay's fee for establishing my account;
  - Ezypay's fee in the event that I fail to meet a periodic direct debit; and
  - Ezypay's fee in the event that I choose to use Ezypay's pre-notification service.
- make the periodic direct debits in accordance with:
  - the payment arrangement for the Principal's fees outlined in Section B;
  - Ezypay fees and charges as published on the Ezypay website;
  - these Terms and Conditions; and
  - any agreement between Ezypay and the Principal.

**2. I acknowledge that:****Ezypay may:**

- charge a data handling fee of up to \$3.00 inclusive of GST payable quarterly.
- charge the data handling fee, payable for the quarter prior, in October, January, April and July each year.

**3. I will:**

- refer any disputed debit item or amount to the Principal.

**My acknowledgment of who the parties are and what they do:****4. The Principal is:**

- the organisation referred to as Principal on the front of this Direct Debit Request Form; and
- the provider of goods or services to me.

**5. Ezypay is:**

- the direct debit agent of the Principal;
- the organisation which debits my account and keeps my data secure; but
- not otherwise a provider of goods or services to me.

**6. Ezypay will not:**

- have any express or implied liability in relation to goods or services provided by Principal; or
- have any obligation to provide a tax invoice to me for its fees and charges.

**7. There are separate Agreements between:**

- Ezypay and me (recorded in this document);
- the Principal and me; and
- the Principal and Ezypay.

**My acknowledgment of when Ezypay may terminate this Direct Debit Authority****8. Ezypay may:**

- terminate this Direct Debit Authority and cease to provide the direct debit service at any time by written notice sent by mail or email.

**My acknowledgment of when I may terminate this Direct Debit Authority and what may happen.****9. I may:**

- terminate this Direct Debit Authority by providing seven (7) days written notice to Ezypay.

**10. If I give notice to terminate this Direct Debit Authority, Ezypay may:**

- make any periodic direct debits due within the seven (7) days notice period.

**11. If a Direct Debit Authority is terminated by either party,**

- any contracts, agreements or payment obligations I have with the Principal will not be affected.

**My authority for the amount of the periodic direct debits of the Principal's fees to be varied****12. I authorise the Principal to:**

- vary the amount, frequency and date of the periodic direct debits of its fees from time to time; and
- vary the periodic direct debits of its fees in accordance with my agreement with the Principal;

**Provided that:**

- the Principal makes reasonable attempts to provide prior notice to me.

**13. I authorise Ezypay to:**

- vary the amount, frequency and date of the periodic direct debits of the Principal's fees from time to time if instructed by the Principal;

**Provided that:**

- Ezypay is not on notice that the Principal has not made reasonable attempts to provide prior notice to me; and
- Ezypay is not on notice that the variation is not otherwise in accordance with my agreement with the Principal.

**My authority for the amount of the periodic direct debits of Ezypay's fees and charges to be varied****14. I authorise Ezypay to:**

- increase the rates of its fees and charges without prior notice on the 30th June of each year by CPI or 5%, whichever is greatest.

**15. Ezypay will not:**

- increase the rates of its fees and charges by more than CPI or 5% or at times other than 30 June,

**Unless:**

- Ezypay makes reasonable attempts to provide prior notice to me in time for me to terminate this Direct Debit Authority.

**My acknowledgement of what may happen if the amount of the periodic direct debit is varied****16. If Ezypay, in compliance with these Terms and Conditions, varies the amount of the periodic direct debit,**

- Ezypay will do so without requiring a signed agreement; and
- Ezypay will do so without requiring a new Direct Debit Request Form.

**My acknowledgment of when these Terms and Conditions may be varied****17. Ezypay may:**

- vary these Terms and Conditions by posting a new version on its website.

**18. Ezypay will not:**

- notify the amended Terms and Conditions other than on its website; or
- use this method to vary the amount of the periodic direct debits.

**19. I will:**

- check Ezypay's website from time to time for variations to these Terms and Conditions.

**20. Any amended Terms and Conditions will apply to Ezypay and I if:**

- Ezypay posts the amended version on its website;
- 14 days after posting, I have not objected; and
- 14 days after posting, I have not terminated the Direct Debit Authority.

**My acknowledgment of my responsibility in relation to periodic direct debits****21. I must:**

- inform Ezypay or the Principal of any changes to my account;
- inform Ezypay or the Principal of any changes to my contact details;
- do all things reasonably necessary to facilitate the periodic direct debiting of my account in accordance with these Terms and Conditions;
- have a suitable account available for the periodic direct debits; and
- have sufficient funds available in my account for the periodic direct debits.

**My acknowledgment of what may happen if I have insufficient funds****22. If I do not have sufficient funds in my account for the periodic direct debits and I do not have a genuine dispute with the Principal or Ezypay,****Ezypay may:**

- charge me a failed payment fee for each unsuccessful debit;
- charge me the failed payment fee at the rate published on the Ezypay website from time to time;
- charge me the failed payment fee even though I have also been charged a fee by my financial institution;
- charge me collection fees;
- charge me legal fees; and
- in conjunction with the Principal, implement re-debit measures to recover any outstanding amounts.

**23. Ezypay will not:**

- be liable for any fees or charges which arise because I had insufficient funds in my account; or
- provide any information or explanation regarding unsuccessful debits of my account.

**24. I must:**

- direct any enquiries about unsuccessful debits of my account to my financial institution.

**My acknowledgment of what may happen if I claim a refund****25. If I claim a refund,**

- Ezypay will not be under any obligation to pay it;
- however, Ezypay will conduct itself in accordance with its Refund Policy.

**Variations to debit amounts due to external factors****My acknowledgment of when a delay might occur****26. A delay may occur in the processing of a periodic direct debit if:**

- there is a public or bank holiday on the day or the day after a payment is due to be made by direct entry;
- a payment is received either on a day which is not a banking business day or after the normal close of business on a banking business day;
- Ezypay does not receive the Direct Debit Request Form in time to process the request prior to the first due periodic direct debit;
- Ezypay does not receive a request for variation in time to process the request prior to the next due periodic direct debit;
- information supplied on a Direct Debit Request Form or any requested variation is incomplete, incorrect, illegible or, for any other reason, does not allow Ezypay to process the information promptly;
- I do not meet my responsibility to have sufficient funds available in my account; or
- there are failures or difficulties with technology.

**My acknowledgment of what Ezypay will and will not do in relation to variations with periodic direct debits****27. Ezypay will:**

- make reasonable attempts to minimise any variance to amounts of periodic direct debits affected by exchange rate fluctuations; and
- make reasonable attempts to minimise any variance to amounts of periodic direct debits affected by factors within its control.

**28. Ezypay will not be responsible or liable for any variance to or shortfall to debit amounts of periodic direct debits caused by:**

- exchange rate fluctuations;
- delay as referred to above;
- external factors beyond the control of Ezypay;
- the date on which a periodic direct debit is processed by Ezypay's Sponsoring Financial Institution; or
- the timing of when a periodic direct debit is requested and processed.

**29. Ezypay will not be liable for any faults in the direct debiting of my account caused by:**

- fraudulent activity;
- security hacking;
- environmental disasters;
- failure of technology systems used by Ezypay;
- any fault in the technology systems used by Ezypay for direct debiting; or
- any delay or interruption caused by the technology systems used by Ezypay to facilitate direct debiting,
- except where such faults arise from Ezypay's own negligent acts or omissions.

**My authority for Ezypay to communicate with me:****30. I authorise Ezypay to communicate with me to:**

- validate and confirm my identify;
- validate and confirm my bank account details;
- validate and confirm my authority for periodic direct debits;
- assist the Principal to service and promote its products; and
- promote third party products.

**Ezypay may:**

- provide specific customer access on its website;
- communicate with me by all other available means;
- advertise related and unrelated products on its website;
- inform me of products, services or special offers relating to the provision of its direct debit service and other related financial service products;
- inform me of products, services or special offers for third party products whether related to Ezypay services or not; and
- notify me in the event of termination of the agreement between Ezypay and the Principal.

**My release and indemnity to Ezypay****31. I release and indemnify Ezypay in respect of:**

- any payment made by me or any direct debit of my account made by Ezypay pursuant to these Terms and Conditions;
- the matters set out and payments made in accordance with the Direct Debit Request Form and these Terms and Conditions;
- any claim I, or the Principal or any franchisor of the Principal or any third party may have in relation to the payments made by me pursuant to these Terms and Conditions and the Direct Debit Request Form; and
- any situation where, despite my account being debited by Ezypay, the Principal fails to provide or suspends the provision of services to me,
- except where loss or damage arises due to Ezypay's own negligent acts or omissions.

**My authority to Ezypay to service my account:****32. I authorise Ezypay to:**

- verify the details of my account with my financial institution;
- release personal information about me to assist a debt collection agency to recover any outstanding payment from me; and
- release such information as is reasonably required by my financial institution in relation to an incorrect or wrongful debit.

**33. I authorise my financial institution to:**

- release such information to Ezypay as is necessary to allow Ezypay to verify my bank account details.

**I acknowledge that:**

- if any of these Terms and Conditions or any part of them is illegal or invalid, then only those terms and conditions or that part of them will be void and the remainder will remain in full force and effect.

**I acknowledge that the Ezypay Pty Limited Privacy Policy and Refund Policy can be found at [www.ezypay.com.au](http://www.ezypay.com.au).****EZYPAY PTY LTD –**

Locked Bag 4003, Chatswood NSW 2057

Phone: 1300 300 553

Fax: (02) 9410 1000

Email: [customerservice@ezypay.com.au](mailto:customerservice@ezypay.com.au)