

## Terms and Conditions (The “Agreement”)

This Agreement is between SAI Global Pty Limited (ACN 050 611 642) a company registered in New South Wales, Australia, whose principal place of business is level 37, 680 George Street, Sydney, New South Wales, 2000, Australia (“SAI”) and the “Customer”, (being the party whose details have been provided in the Registration Form). This Agreement applies to the provision of the Service by SAI or its Affiliates. This Agreement is a legally binding agreement between SAI and the Customer and is effective from the Effective Date for the Term.

### 1. Definitions

In this Agreement, the following words and phrases with their first letter(s) capitalized shall have the meaning ascribed to them as set out below:

“**Affiliate**” means any corporation, partnership, limited liability company or other entity which, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, another corporation, partnership, limited liability company or other person;

“**Agreement**” means these terms and conditions, and any other documents incorporated by reference into or as part of these terms and conditions, including for the avoid of doubt, the Registration Form;

“**Code of Practice**” means the SAI Global Code of Practice that seeks to align SAI’s business practices to the requirements of the VET Quality Framework, as amended from time to time, the current version of which is located at <https://infostore.saiglobal.com/uploadedFiles/Content/Training/SAI%20Global%20Training%20Code%20of%20Practice.pdf>

“**Control**” means the ability to exercise or control the exercise of, in the aggregate, more than 50% in number of or of the total voting rights conferred by all the shares for the time being in issue or more than 50% of the economic interest attaching to such shares and a “Change of Control” shall be deemed to have occurred with respect to any company if any person or persons having Control of that company, or any Holding Company of such company, cease(s) to do so, or if any holding company of such company (in either case other than in circumstances where Control passes to any associated company of such person or persons) and “Controlled” shall be construed accordingly;

“**Course**” means a course provided as part of a Service;

“**Course Materials**” means the content, provided by SAI to the Customer or the participants for use in the Course;

“**Customer’s System**” means the Customer’s computer or computer system, including its hardware, software, Internet connection and Internet browser that the Customer will use to access those Services provided online, including from the Website;

“**Effective Date**” means the date on which SAI accepts and executes the signed Registration Form;

“**Minimum System Requirement**” means the minimal technical specifications that the Customer’s computer system must conform to be able to run the various Courses, which may change from time to time, which currently, are as follows:

- Screen Resolution: 800 x 600 with 16-bit Vista, Browser: Microsoft IE v5.5 or later and Adobe Flash Player v6 or later.
- You must have Flash enabled on your computer for the course to work.
- The courses are not currently compatible with Apple Mac systems;

“**Participants**” means the individual(s) who will take the Course, where the Customer is not an individual who will take a Course;

“**Registration Form**” means the registration form(s) completed by the Customer for one or more of the Services, in which the Customer provides details of the topic(s) or Course(s) it wishes to register for and have provided, the Customer’s details, and in which the payment amount and other payment information that may be collected by SAI;

“**SAI Personnel**” means any employee, consultant or contractor of SAI or any of its Affiliates;

“**Services**” means such of:

- the Public Registration Courses, being face to face seminars, workshops and events delivered by SAI Personnel from time to time;
- the Online Learning Courses, being training Courses delivered via the Internet; and/or
- My Tutor, being an internet portal which allows students to interact online with their facilitators and other students, before, during and after Course delivery (“My Tutor”);

as selected for procurement by the Customer in the Registration Form under the terms of this Agreement; and

“Website” means SAI’s website or those of its Affiliates or licensors, from which Course and Course materials may be provided from time to time.

## 2. Provision of the Services

- 2.1 Subject to clause 4, SAI shall use its reasonable commercial efforts to provide the Service(s) specified in the RegistrationForm.
- 2.2 SAI shall provide the Services substantially in accordance with and within the constraints of the Code of Practice.
- 2.3 SAI will be unable to provide such Services where the Customer has failed to complete, in all material respects, the Registration Form and SAI reserves the right to suspend the provision of the Services until such time as it receives the Registration Form completed to SAI’s satisfaction.
- 2.4 The Customer shall promptly inform SAI of any changes to any of the details recorded on the Registration Form, including but not limited to, and in particular, any changes to the Customer’s ACN, ABN, name, mailing address, email address, billing information and contact telephone number.
- 2.5 The Customer agrees that SAI may, and reserves the right to, charge a fee of \$50.00 exclusive of GST where changes to certain aspects of the Registration Form are requested after its initial submission to SAI. These changes include:
  - changing the attendee or learner;
  - change to an invoice such as addition of a purchase order number; and
  - change to the Customer’s name or substituting the Customer.
- 2.6 SAI will issue all Course completion certificates to the supplied Customer email address. The Customer agrees that any request for re-issuance of or a printed copy of Course completion certificates issued within the last five years will be charged a \$15.00 exclusive of GST and \$100 exclusive of GST for Course completion certificates issued more than five years.
- 2.7 Where the Course is provided online the Customer shall ensure that the Customer’s System meet the Minimum System Requirements. No refunds or suspension of the Service shall be provided for failure of the Customer to receive the Services as a result of the failure of the Customer’ System to meet the Minimum System Requirements.

- 2.8 Where the Course is provided online and SAI issues the Customer or its participants with a username and password or other security items, the Customer shall not disclose such items to any third party or to any persons other than the participants and the Customer contact.

## 3. Payment

- 3.1 The Customer shall pay SAI for the Services in accordance with the payment terms set out in the invoice. Delivery Services and/or Course commencement will not commence until SAI has received payment for the Services so required by the Customer.
- 3.2 The Customer acknowledges, understands and agrees that payment for the Services in accordance with the requirements of the Registration Form is required to secure the Customer’s place(s) in any particular Course nominated on the Registration Form.
- 3.3 The Customer acknowledges, agrees and understands that SAI may utilise an electronic invoicing system to invoice the Customer and as such may not provide, by post or otherwise, a paper invoice.
- 3.4 The prices quoted by SAI for the Services and the particular Courses nominated by the Customer in the Registration Form that are published on the Website are subject to change without notice and the actual price for the Course(s) for which the Customer registers will be communicated to the Customer prior to the commencement of the Course(s), on the Registration Form.
- 3.5 All prices quoted are in Australian dollars and are shown as exclusive of GST. For Courses which are Nationally Recognised, GST is applicable to the Services at a rate of 0%, and as such does not increase the cost of the receipt of the Services to the Customer. In the event that the prevailing rate increases above 0% then SAI shall add GST to the price at the then prevailing rate.
- 3.6 Subject to clause 3.7, payment of any amounts to SAI under this Agreement shall be in Australian dollars only. Payment may be made by credit card, cheque or electronic funds transfer. Cheques and electronic funds transfer (EFT) will need to clearly indicate the Course for which they are provided as payment for. SAI shall not be responsible for the Customer being unable to secure a place in a Course as a result of SAI’s failure to identify a Customer’s payment for a Course by way of a cheque or EFT.

- 3.7 If the Customer wishes to register for a course that commences within the next 7 days of SAI receiving the Registration Form, payment must be made by credit card only and no other payment will be accepted.
- 3.8 Where the Customer fails to pay for the Services in accordance with the terms of this clause 3, including and in particular clause 3.3, SAI reserves the right to suspend the provision of the Service until such time as payment in full is received, or terminate this Agreement, at its discretion.
- 3.9 Where SAI removes the suspension of the Services, the Customer acknowledges that there may be a delay in the resumption of certain Services, such as, Public Registration Courses where places are determined by availability.

## 4. Confirmation, Cancellations and Refunds

- 4.1 Notification of receipt of a completed or incomplete Registration Form will be sent to the Customer within at least 5 business days of receipt of the Registration Form by SAI, and may be accompanied by an invoice. If you have not received notification of receipt of a completed or defective Registration Form before this time, please contact SAI, as it is likely that SAI has not received it.
- 4.2 Notification of receipt or a processed and accepted Registration Form along with confirmation of venue details and dates and times of the provision of the Services will be provided.
- 4.3 Where the Customer cancels or requests a transfer of its registration to a different Course within 28 days of the commencement of the Course, the Customer agrees to pay a cancellation or transfer charge as determined in the following clause.
- 4.4 Where notification of cancellation or transfer is received by SAI more than 14 days prior to the commencement of the Course, but less than 28 days, then a cancellation or transfer fee of 10% of the Course fee shall apply and be paid by the Customer as a condition to successful cancellation or transfer by the Customer.
- 4.5 A credit of the cancelled Course fee minus the 10% cancellation fee may be applied to the payment for the new Course and any additional or shortfall costs for the new Course must be paid within the time stipulated in the Registration Form for the new Course and this Agreement.
- 4.6 Where notification of cancellation or transfer is received by SAI less than 14 days prior to the commencement of the Course, then a cancellation or transfer fee of 25% of the Course fee shall apply and be paid by the Customer as a condition to successful cancellation or transfer by the Customer.
- 4.7 A credit of the cancelled Course fee minus the 25% cancellation fee may be applied to the payment for the new Course and any additional or shortfall costs for the new Course must be paid within the time stipulated in the Registration Form for the new Course and this Agreement.
- 4.8 Failure of the Customer to pay the cancellation or transfer fee on or before the date of the commencement of the Course will deem the Customer not to have successfully cancelled the Course or transferred to another Course and the Customer will therefore not be entitled to any refund and remain registered for the Course that the Customer wished to cancel or transfer from.
- 4.9 The Customer may not make more than two transfer notifications / requests in relation to any single initial registration in a Course.
- 4.10 Where the Customer does not attend on the day of the Course to which it has registered, no refunds or transfers to another Course or to the same Course on a later date shall be provided.
- 4.11 The Customer may cancel its registration and participation in Online Learning at any time prior to its commencement or before any Course work relating to the Course has been provided to the Customer.
- 4.12 SAI reserves the right to reschedule the time and place of a Course. Any such notification of rescheduling shall be made to the Customer at least 6 business days in advance of such rescheduling.
- 4.13 SAI takes no responsibility for, and expressly excludes, any liability for any travel or accommodation costs that are or may be incurred by the Customer or travel or accommodation cancellation costs that are or may be incurred by the Customer as a result of the cancellation of a Course or change to the date on which a Course will be provided, or the where the date of a Course to which the Customer has transferred to is different to that of the cancelled Course, or a change to the date of provision of a Course to which the Customer has transferred.

## 5. Intellectual Property

- 5.1 In consideration of the payment specified in the Registration Form, SAI shall deliver the Services, including the Course specified in the Registration Form and provide the Course materials (if any).
- 5.2 The Courses provided by SAI under this Agreement are protected by copyright laws in Australia and throughout the world. Any and all copyright and other intellectual property rights that vests in the Courses and Course materials are owned by SAI, its Affiliates and/or its licensors.
- 5.3 Except as expressly provided under this Agreement, nothing in this Agreement shall transfer any right, title or interest in the Courses or Course materials provided by SAI to the Customer under this Agreement.
- 5.4 SAI hereby grants to the Customer a non-exclusive right to access the Course materials and make one copy hard for each participant at the course. The Customer shall not be entitled to make hard copies of the Course materials for participants prior to their attendance at the course.
- 5.5 Except as expressly permitted under this Agreement, the Customer shall not:
- attempt to copy, modify, duplicate, create a derivative work from, republish, translate to any other language or adapt all or any part of the Course or Course materials;
  - reverse engineer, reverse compile or disassemble any or part of the Course or Course materials or the software used in the delivery of the Course or Course materials;
  - licence, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit the Course or Course materials;
  - provide the Course or Course materials to third parties; and/or
  - attempt to obtain, or assist a third party to obtain access to the Course or Course materials, or assist a third party to do any of the matters referred to in this clause.

## 6. Privacy

- 6.1 SAI will collect the personal data or information about the Customer where the Customer is an individual, or the participants in the Courses for use by the Exemplar Global where the Course being undertaken permits the successful participants to graduate. It is a condition of such graduation through Exemplar Global that participants provide such personal information.
- 6.2 SAI as a Registered Training Organisation is required to collect AVETMISS data which is provided to NCVER (National Centre for Vocational Education Research) and the VET regulator on request.
- Issuing a VET Statement of Attainment or Qualification and populating an authenticated VET Transcript;
  - Facilitating Statistics and research relating to education, including surveys;
  - Understanding how the VET market operates, for policy, workforce planning and consumer information; and
  - Administering VET, including course administration, regulation, monitoring and evaluation.
- Your personal information including the information provided in the AVETMISS form may be disclosed to third parties, including:
- School – If you are a secondary student undertaking VET, including a school-based apprenticeship or traineeship;
  - Employer – if you are enrolled in training paid by your employer (Note: Certificates will not be provided to the employer, unless we receive signed approval from the customer stating certificates can be provided to the employer);
  - Commonwealth and state or territory government departments and authorised agencies;
  - NCVER;
  - Organisations conducting student surveys; and
  - Researchers.
- 6.3 SAI would also like to use your personal information for SAI's to market and promote to the Customers other products and services that are offered by SAI and its Affiliates. If the Customer does not wish to receive such marketing and promotional offers and information from SAI and its Affiliates,

the Customer should tick relevant box on the Registration Form. The Customer may notify SAI that it wishes to change this option at any time during and after the expiry or termination of this Agreement.

## 7. Acceptable Use and Involvement in Courses

7.1 The Customer or its participants, shall not during any Courses, whether delivered by SAI Personnel in person or online:

- act dishonestly or unprofessionally by engaging in unprofessional behaviour including by posting, providing, disseminating or broadcasting inappropriate, inaccurate or objectionable material or content to other customers and participants of Courses;
- harass, abuse or harm another person, including sending unwelcomed communications to others;
- use or attempt to use another's account or alias to gain access to Courses;
- upload, post, email, transmit or otherwise make available or initiate any content that:
  1. falsely states, impersonates or otherwise misrepresents the Customers or its participants' identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
  2. is unlawful, libellous, abusive, obscene, discriminatory or otherwise objectionable;
  3. adds to a content field content that is not intended for such field (i.e. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided);
  4. includes information that the Customer or its participants do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  5. infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights of third parties;
  6. includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters,"

"pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to (a) using any Courses to acquire and send messages to other customers or participants (b) using My Tutor to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and (c) sending messages to distribution lists, newsgroup aliases, or group aliases;

7. contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of SAI, its Affiliates or licensors;
8. forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through any online Courses provided under this Agreement; and/or
  - share information of non-users without their express consent;
  - use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Website; and
  - use bots or other automated and unauthorised methods to access the Courses and Course materials and/or My Tutor, add or download contacts, send or redirect messages, or perform other activities through MyTutor, unless explicitly permitted by SAI.

## 8. Liability

- 8.1 The total aggregate liability of SAI under this Agreement is limited to the payments made by the Customer under this Agreement in relation to the Course or Course materials from which the liability arises.
- 8.2 Other than those representations, warranties, indemnities and other remedies expressly provided by law that cannot be excluded, SAI expressly disclaims any express or implied representations, warranties, indemnities and other remedies other than those provided by SAI under this Agreement.
- 8.3 Neither party shall have any liability to the other party for any indirect loss, consequential loss, special loss or damage, loss of business, loss of opportunity, or any other loss that is not direct loss, that arises as a result or associated with this Agreement.

## 9. Term and Termination

- 9.1 This Agreement shall be effective from the Effective Date and shall terminate in accordance with this clause depending on the Service as follows:
- in relation to the Public Registration Courses – once the Course has been delivered;
  - in relation to the Online Learning Courses – 12 months from the Effective Date; and
- 9.2 SAI may terminate this Agreement or suspend the provision of Service to the Customer or its participants immediately upon a material breach by the Customer or its participants of this Agreement. In this regard, any breach of any of clauses 2.8, 3, 5.5, and/or 8.1 shall constitute a material breach of this Agreement by the Customer thus giving rise to a right to SAI to terminate this Agreement immediately.
- 9.3 The Customer may terminate this Agreement immediately upon material breach by SAI.

## 10. Governing Law

This Agreement shall be governed by and construed under the laws and regulations of New South Wales.

## 11. Miscellaneous

- 11.1 The Customer may not assign, transfer, pledge or otherwise encumber this Agreement.
- 11.2 SAI may assign this Agreement to any of its Affiliates or to any purchaser of SAI or any person who purchases the business relating to the Services business from SAI.
- 11.3 Each party shall be, and shall endeavour to act as, the independent contractor of the other party. Nothing in this Agreement shall create, or be deemed to imply the creation of, any partnership, joint venture, principal and agent, master and servant or other relationship. Neither party shall be the legal agent of the other for any purpose whatsoever and has no right or authority to make or underwrite any promise, warranty, representation or indemnity to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party.
- 11.4 A party's failure in any one or more instances to insist upon strict performance of any of the provisions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the provisions

of this Agreement. Any express waiver of a provision of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

- 11.5 This Agreement may not be amended except in writing properly executed by both parties. Except as specifically amended, this Agreement shall remain in full force and effect as written.
- 11.6 Other than any Registration Forms, Code of Practice or any other document incorporated by reference into this Agreement, this Agreement represents the entire agreement between the parties in relation to the Services nominated in a Registration Form. For the avoidance of doubt, the terms of any Customer tender documentation or Customer purchase order terms or Customer standard terms of business shall not apply to and are expressly excluded from the arrangement and agreement recorded in this Agreement.
- 11.7 Each party shall be excused from performance under this Agreement while and to the extent that it is unable to perform as a result of an event beyond its reasonable control (a "Force Majeure Event"). In the event either party is rendered unable, wholly or in part, by a Force Majeure Event to carry out its obligations under this Agreement, then the party affected by the Force Majeure Event shall give immediate verbal notification and written notice with explanation to the other party within seven (7) days of the occurrence of the Force Majeure Event. Following such notice, the affected obligations of the party giving notice shall be suspended only during the continuance of the Force Majeure Event provided that the affected party is acting with due diligence to remedy the effect of the Force Majeure Event on its performance of its obligations under this Agreement. However, if a party is unable to perform for a period of more than sixty (60) days due to any Force Majeure Event the other party may terminate this Agreement.
- 11.8 If any provision of this Agreement is found to be fully or partially invalid or unenforceable for any reason whatsoever, or found to violate any applicable law, such provisions shall be deemed to be deleted from this Agreement, and the remainder of this Agreement, to the extent permissible shall be valid and binding as if such provisions were not previously included in this Agreement.