

Protecht Academy User Terms & Conditions

You must read and agree to these Terms & Conditions in order to proceed.

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE ACCESSING AND USING THIS SITE.

Welcome to Protecht Academy. Access to and use of this Site is governed by these Terms & Conditions, which form a legally binding agreement between you and Protecht.ERM Pty Ltd (ABN 50 158 878 347) (referred to in these Terms & Conditions as "Protecht", "we", "us" or "our"). Capitalised words and phrases used in these Terms & Conditions have special meanings which are defined in the 'Definitions' section at the end of these Terms & Conditions.

This Site is owned and operated by the Protecht Group. The Content accessible via or on this Site is owned by the Content Providers.

Terms of use

By accessing and using this Site, you agree to these Terms & Conditions. If you are a Subscriber User, by accessing and using this Site you represent that you are authorised by the Subscriber to access and use this Site and that accordingly, the Subscriber will be responsible for your access to and use of the Site in accordance with the terms of the Subscriber Contract. If you do not agree to these Terms & Conditions, you must not access or use this Site.

We may change any of these Terms & Conditions at any time and will give you notice of any such change by email or by posting notice of the change(s) on the Site. Please check the Terms & Conditions periodically for any changes. You may be required to click to agree to the changed Terms & Conditions in order to continue using the Site, and in any event your continued use of the Site following the notification of changes to the Terms & Conditions will mean you accept those changes. If you do not agree with the changed Terms & Conditions, you may cancel this Agreement by notifying us in writing at academy@protechtgroup.com, in which event, where you are a Casual User, we will refund to you a pro rata amount of the fee paid by you. Except as provided in this provision, this Agreement may only be amended in writing signed by both parties.

Your use of the Service

1. Subscriber Users

In consideration of payment of fees by the Subscriber, Protecht grants Subscriber Users a non-transferable, non-exclusive licence during the Subscription Term to, solely for the purposes of research or study:

- access and use the Service; and
- view only Content they have been authorised by the Subscriber to view.

After the end of the Subscription Term, Subscriber Users will be able to access their account to obtain records of Content they have previously viewed, but will not be able to view any Content.

2. Casual Users

In consideration of payment of fees by the Casual User, Protecht grants Casual Users a non-transferable, non-exclusive licence during the Course Period to, solely for the purposes of research or study:

- access and use the Service; and
- view Content that they have paid to view.

After the end of the Course Period, Casual Users will be able to access their account to obtain records of Content they have previously viewed, but will not be able to view any Content. Casual Users are responsible for completing the applicable course before the end of the Course Period.

3. All users

You acknowledge that the Content is proprietary to the Content Providers and has substantial commercial value to the Content Providers. You must not do anything in relation to Content that constitutes an infringement of copyright under any applicable laws.

All rights of the Content Providers in relation to Content are expressly reserved and, except to the extent of the limited rights granted to you, you must not adapt, copy, reproduce, republish, upload, post, perform, transmit or distribute Content in any way.

You must not, and you must not assist, facilitate or authorise any third party to:

- copy, transfer, publish, rent, reproduce, record, transmit, frame, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the Service or any Content; or
- sell or make any charge for using any part of the Service or Content.

All trademarks, service marks, trade names, and logos, including page headers, custom graphics, button icons, and scripts (collectively, the "Trademarks") used and displayed on or in the Services are registered and unregistered trademarks, service marks and/or trade dress of the Protecht Group or its licensors, and you may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. No license or other right to use any Trademark used or displayed on or in the Service is granted to you.

You must not, and must not attempt to:

- interfere with or disrupt the Service or any Content, or any servers or networks connected to the Service or the Site; or

- transmit during access to the Service anything that contains, or may contain, a virus or other property that may be contaminating or destructive to the Service or any Content.

Access restrictions

You are not permitted to access or use the Service if:

- you are or you are employed or engaged by any organisation that supplies, sells or re-sells any product or service that competes with the Protecht Group; or
- in the case of a Casual User, you are located in any jurisdiction other than Australia, New Zealand, the United Kingdom, any member state of the European Union, the United States of America, or Canada.

Access Credentials

You will be given or will generate Access Credentials for your use of the Service. You must not disclose your Access Credentials to anyone else or otherwise allow any other person to use your Access Credentials. You will be responsible for all access to, and use of, the Service using your Access Credentials, even if not authorised by you. If you believe that your Access Credentials have been lost or stolen, or that an unauthorised person has or may attempt to use the Services, you must immediately notify us.

Content

The Protecht Group may change the Content available on the Service from time to time without giving you notice. The Protecht Group does not make any promise or give any assurance that any specific content will be included or available. For example, the Protecht Group may remove Content if it is no longer up to date.

The Protecht Group is not engaged in providing legal, accounting, taxation, financial or other professional services. The Content is general information with respect to enterprise risk management and related topics and does not constitute professional advice, nor is it conveyed or intended to be conveyed in the course of any adviser-client relationship. As such, any fiduciary relationship between you and any member of the Protecht Group is expressly excluded. The Protecht Group is not responsible for any opinion that may be given in Content, which is the opinion of the individual giving it and not of the Protecht Group.

The Protecht Group does not give any warranties or make any representations regarding the accuracy, reliability, currency, completeness or usefulness of Content. You are solely responsible for any decisions made or advice given in reliance on or as a result of the use of any Content.

Fees and taxes

Unless you are a Subscriber User, you must pay the fees for the Service in accordance with the process set out on the Site.

All fees and charges payable under this Agreement are inclusive of any value-added, goods and services, sales or similar indirect taxes imposed on the supply of the Services. You are responsible for paying all other taxes, levies, duties or similar governmental assessments of any nature associated with your purchases under this Agreement, including other forms of indirect taxes such as withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). If we have the legal obligation to pay or collect Taxes for which you are responsible under this Agreement, the appropriate amount will be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorised by the appropriate taxing authority.

Limitations and Exclusions

The Protecht Group does not warrant or represent that the Site, Content or any links to third party content, will operate on a continuous or fault free basis, or will be completely secure or private all of the time, or will be free from viruses or other harmful features.

The Service may present links to third-party websites not owned or operated by the Protecht Group. The Protecht Group is not responsible for the availability of these sites or their contents. The Protecht Group does not recommend or endorse the content of any third-party websites. You acknowledge that you access and use any third-party websites at your own risk, and your dealings with, or participation in promotions by, any third parties on or through the Service are solely between you and such third party. You agree that the Protecht Group will not be responsible or liable for any loss or damage of any kind incurred by you as the result of any such dealings or as the result of the presence of such third parties on the Service.

The Protecht Group will use reasonable endeavours to restore any service outages as soon as reasonably possible, but is unable to guarantee any particular time frame for resolution of issues.

The Service is provided to you using your internet connection. The quality and availability of the Service may be affected from time to time by various factors, such as technical faults in the network of your internet service provider. The Protecht Group is not responsible for your Service being suspended, interrupted or not available for any reason. You are responsible for all costs charged by your internet service provider in relation to your internet service and your use of the Service.

Privacy

By using the Service, you consent to us collecting, using and disclosing your personal information on the terms of the Protecht Privacy Policy. We may collect, use and disclose your personal information to Affiliates and other Content Providers.

Suspension and termination

We may immediately suspend or restrict your use of all or any of the Service if:

- reasonably necessary for technical or operational reasons;
- we have been directed to by a Content Provider;
- in the case of a Subscriber User, we have been directed to by the Subscriber;
- we reasonably believe that the Content may no longer be secure, or is being used in breach of this Agreement;
- any payments owed to us have not been paid by their due date;
- you breach any other terms of this Agreement;
- we consider that you have committed or may be committing any unlawful or fraudulent activity against us or against any other person or organisation through your or their use of the Service; or
- we are required to do so by law or to comply with (or manage our compliance with) a notice, order, direction or request of a regulator or emergency services organisation.

For Subscriber Users:

- If the Subscriber Contract expires or terminates, this Agreement will automatically terminate.
- Except to the extent that the Service is suspended or restricted for the reasons specified above, if the Subscriber Contract expires or terminates, you will have access to the Service for the remainder of the Subscription Term.
- You may terminate this Agreement at any time by notifying us and your rights to use the Service will cease at the end of the current Subscription Term.

Liability

Nothing in this Agreement excludes, restricts or modifies any rights that you have under applicable laws, including consumer and fair trading laws. The services provided to you under this Agreement may come with guarantees that cannot be excluded under applicable consumer and fair trading laws, which means you may be entitled to available remedies under those laws, which may include a resupply or refund, or compensation.

Apart from any rights you have that cannot lawfully be excluded, the Protecht Group does not make any promises or give any assurances to you about the Service and/or this Agreement. To the maximum extent permitted by law, all other terms, conditions, representations and warranties, whether express or implied by legislation or the common law or otherwise relating to the provision by the Protecht Group

of the Service or otherwise in connection with this Agreement are expressly excluded, including warranties of merchantability, fitness for a particular purpose, non-infringement, data accuracy or informational content. To the maximum extent permitted by law, the Protecht Group is not responsible and excludes all liability for the accuracy, reliability, currency, completeness or usefulness of Content, or for any decisions made or advice given in reliance on or as a result of the use of any Content.

The Protecht Group is not liable to you in any way for any Consequential Loss under any form of action, whether based in contract, tort (including negligence) or any other legal theory. In respect of any Loss for which the Protecht Group may be liable to you under any form of action, whether based in contract, tort (including negligence) or any other legal theory, the Protecht Group's liability to you for all claims will at all times be limited in the aggregate to the amount which has paid to us for your access and use of the Service in the three month period preceding the date of any claim by you (or if a series of related claims, then prior to the first of those claims).

You indemnify the Protecht Group against any and all Loss suffered or incurred by the Protecht Group or any of their respective officers, employees, consultants, agents, contractors and subcontractors ("indemnified persons") in connection with:

- your unauthorised access to or use of the Service;
- your unauthorised use of any Content; or
- your input, upload or posting of any data or content to any Service.

The Protecht Group will not be liable to you or any other person to the extent that any liability arises from or in connection with the suspension or restriction to the Service in accordance with this Agreement or any interruption or delay to the Service.

Complaints

If a Subscriber User has a complaint about anything related to the Service or the Content, that complaint should be raised with us in accordance with the Subscriber Contract.

If a Causal User has a complaint about anything related to the Service or the Content, please contact one of our team members at: academy@protechtgroup.com.

Notices and Revisions

If we give you any notice that is required under this Agreement, we shall give it to you by electronic communication (including via the Site).

We may send notices to you using the contact details you have given us. You must provide us with accurate, true and correct contact details and you must keep this information up to date.

General

Any disclaimers or exclusions or limitations of liability by the Protecht Group in these Terms & Conditions are made by Protecht on behalf of, and for the benefit of, the Protecht Group and all other Content Providers and all of their respective officers, agents, employees, contractors and subcontractors.

This Agreement will be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia and the parties irrevocably submit to the exclusive jurisdiction of the Courts of that State.

No act or omission of a party will waive any right of that party other than a written waiver signed by the party waiving the right.

In relation to its subject matter this Agreement constitutes the entire Agreement between the parties concerning the subject matter of this Agreement and supersedes any prior understanding or agreement between the parties concerning the subject matter of this Agreement.

We can transfer our rights and obligations under this Agreement to any company, firm or person. We can only do this if it does not affect your rights under this Agreement. You may not transfer your rights or obligations under this Agreement to anyone else, without our consent.

This Agreement is personal to you and no third party is entitled to benefit from your rights under this Agreement.

All or any part of any term of this Agreement that is found to be unfair or unenforceable will be treated as deleted and the remainder of the terms will continue to govern each of our respective obligations going forward.

Definitions

Access Credentials means any unique username and password that are used by you to access and use the Service.

Affiliate means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. **Control**, for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Agreement means the agreement between us for the provision and use of the Service governed by these Terms & Conditions.

Casual User means a person who is not a Subscriber User and who accesses and uses the Service by paying the required fees and any applicable Taxes.

Consequential Loss means any:

- loss of profits, revenue, anticipated savings or business opportunity or interruption;
- damage to goodwill;
- loss or corruption of data or systems; and
- loss which is indirect, consequential, special, punitive, exemplary or incidental,

arising under or in connection with this Agreement and/or the provision of the Service.

Content means all learning and research content available on or through the Site and includes: (a) live and interactive and pre-recorded web-based online seminars and events; (b) course materials, e-learning products, question banks, course notes and any other materials supporting a seminar or event; and (c) any other text, documents, presentations, videos and visual images.

Content Providers means the Protecht Group and third party content providers.

Course Period means the duration of the course for which a Casual User has subscribed.

Loss means any losses, liabilities, claims, compensation, penalties, fines, damages, costs or expenses (including internal time costs, interest and taxes where applicable), however caused or arising under or in connection with this Agreement and/or the provision of the Service (whether based in contract, tort (including negligence) or any other legal theory).

Protecht Group means Protecht Group Holdings Pty Ltd (ABN 59 158 875 515) and its Affiliates.

Service means the provision of access to and use of the Site and Content.

Site means the Protecht Academy site.

Subscriber means a customer of the Protecht Group with a subscription to Protecht.ERM or Protecht Academy.

Subscriber Contract means the subscription agreement between a member of the Protecht Group and the Subscriber.

Subscriber User means a person who is authorised to access and use the Service under a Subscriber Contract.

Subscription Term means the term of the Subscriber Contract.

Terms & Conditions means these Protecht Academy User Terms & Conditions.

Interpretation

In this Agreement, unless otherwise stated:

- headings are for ease of reference only and do not affect the meaning of this Agreement;
- a reference to a party includes executors, administrators, permitted novatees, assigns and successors of that party;
- including means including without limitation;
- a reference to dollars or currency means US dollars or currency, unless otherwise specified in this Agreement; and

- no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.