

# TERMS AND CONDITIONS





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## GENERAL

### 1. OUR AGREEMENT

- 1.1 By using the Services, you are agreeing to be bound by these Terms and Conditions.
- 1.2 Your use of the Services creates a binding contract between us on the terms set out in our Agreement including in these Terms and Conditions.
- 1.3 If you do not agree to any of these Terms and Conditions, please refrain from using any of the Services.

### 2. WHAT WE SHALL DO GENERALLY

- 2.1 We shall provide the Services on the basis set out in these Terms and Conditions.
- 2.2 In cases where payment is required, we shall provide the Services in line with the various product descriptions, tiers, benefits and pricing set out on the Website.
- 2.3 We shall otherwise comply with the terms of our Agreement.

### 3. WHAT YOU MUST DO GENERALLY

- 3.1 You must comply with all reasonable directions from us in relation to your use of the Services.
- 3.2 You must grant us the necessary licences as set out in more detail below.
- 3.3 You must ensure that any information you provide to us in connection with your use of the Services is accurate, up to date and complete.
- 3.4 You must only use the Services for your personal purposes and not, without our express permission, use any of the Services for your commercial gain.
- 3.5 You must maintain the confidentiality of any user name and password used by you to access any of the Services.
- 3.6 You must otherwise comply with the terms of our Agreement.

### 4. WHAT YOU MUST ACKNOWLEDGE IN RELATION TO CONTENT

- 4.1 You acknowledge that we make no assurance in relation to the accuracy, quality or reliability of any Content.
- 4.2 You acknowledge that Content shall not be used by you as a substitute for legal or financial advice.

- 4.3 You acknowledge that you will assume your own risk for viewing any Content and that you will not hold us liable for any of the Content.
- 4.4 You acknowledge that access to Content is restricted to persons over the age of 18 years.
- 4.5 You acknowledge that the quality or display of Content may vary from device to device and may be affected by a variety of factors such as your location, the bandwidth available and/or the speed of your internet connection.
- 4.6 You acknowledge that Subscriber Content will only be available to you on a paid basis as set out in more detail on our Website

### 5. WHAT YOU MUST ACKNOWLEDGE IN RELATION TO USER CONTENT

- 5.1 You acknowledge that we may, from time to time at our discretion, allow you to post User Content.
- 5.2 You acknowledge that we may, from time to time at our discretion, review, edit, suspend, delete or refrain from posting any User Content.
- 5.3 You acknowledge that any User Content must meet our community guidelines and must not be harmful, offensive, defamatory or discriminatory.
- 5.4 You acknowledge that you must be over 18 years of age to post any User Content.
- 5.5 You acknowledge that User Content must not be in breach of a third party's intellectual property rights or contrary to any law.
- 5.6 You acknowledge that User Content must not contain any advertising material or links to third party goods or services.
- 5.7 You acknowledge that, where we allow a dialogue with other people by means of our Website and User Content, you will engage in any such dialogue in a respectful manner.
- 5.8 You acknowledge that, where we allow a dialogue with other people by means of our Website and User Content, you will engage in such dialogue at your own risk and that you will not hold us liable for any Content which you perceive as harmful or offensive.

## 6. INTELLECTUAL PROPERTY RIGHTS IN RELATION TO CONTENT

- 6.1 We are the sole owner or licensee of the Content.
- 6.2 We are the sole owner or licensee of all intellectual property rights in the Content including all applicable copyrights, trademarks, trade names and logos included in the Content.
- 6.3 We grant you a limited, revocable, non-exclusive, non-transferrable, non-assignable, worldwide licence to access and use the Content in connection with your personal use of the Services subject to our direction and discretion.
- 6.4 We reserve the right to amend, without liability, any of the Content at our absolute discretion.
- 6.5 You may not download, copy or distribute Content for uses other than your own personal use without our express permission.

## 7. INTELLECTUAL PROPERTY RIGHTS IN RELATION TO USER CONTENT

- 7.1 You are the owner of the User Content.
- 7.2 By posting User Content on the Website or by otherwise forwarding User Content to us, you grant us an irrevocable, perpetual, transferrable, unconditional, unrestricted, sub-licensable, worldwide, non-exclusive royalty free licence to use the User Content for any purpose without compensation to you.
- 7.3 We may as part of our use of the User Content, without limitation, modify the User Content, use the User Content for marketing purposes or re-distribute the User Content, in each case with or without attribution to you.

## 8. THIRD PARTY CONTENT

- 8.1 You acknowledge that some of the Content may have been sourced from parties other than us.
- 8.2 You acknowledge that we take no responsibility for Content sourced from third parties.
- 8.3 You acknowledge that Content may contain links to third party websites, services or advertisers.
- 8.4 You acknowledge that we do not claim any affiliation nor do we endorse any goods or services provided by third parties which are linked through the Content.

- 8.5 You acknowledge that, by following a link to a third party, you are leaving the Website and the Services, that you are then subject to the terms and conditions applicable to the third party and that we shall have no liability or responsibility for goods or services of the linked third party.

## 9. YOUR PRIVACY

- 9.1 We respect your right to privacy and will deal with any personal information of yours in accordance with the applicable laws and our Privacy Policy.
- 9.2 By providing any of your name, job title, employer, personal biography or image to us in connection with using the Services, you consent to that information being made available to other users of the Services.

## 10. PAYMENT GENERALLY

- 10.1 In return for us providing access to Subscriber Content, you shall pay the applicable Fees on or before the Due Date.
- 10.2 In order to access Subscriber Content, you will be required to provide a Payment Method.
- 10.3 Fees notified by us are, unless specified, exclusive of indirect tax such as GST or VAT and your obligation to pay Fees includes your obligation to pay any applicable tax to us on or before the Due Date.
- 10.4 If you fail to pay the Fees and any applicable tax on or before the Due Date, we may cancel or suspend any of the Services. If that becomes necessary, you will not be entitled to any refund in respect of the Fees already paid.
- 10.5 You shall be responsible for and shall bear any of your own costs in relation to your use of the Services.
- 10.6 You acknowledge that there may be a delay in receiving your payment if it falls on a day which is not a normal banking day or there are failures or difficulties with technology.
- 10.7 You acknowledge that you are responsible for having sufficient funds in your account to enable payment in accordance with these Terms and Conditions and that you will be liable for any fees and charges incurred by us as a consequence of you having insufficient funds in your account.
- 10.8 You acknowledge that we shall not be liable for any variance to or shortfall to your payment as a consequence of exchange rate fluctuations.
- 10.9 You acknowledge that, to the extent permitted by any applicable law, payments we receive

from you are non-refundable except as provided for in these Terms and Conditions.

- 10.10 You acknowledge that, to the extent permitted by any applicable law, we shall not provide refunds or credits for any partial billing periods or any unused Services.

## 11. CANCELLATION, SUSPENSION OR MODIFICATION OF SERVICES BY US

- 11.1 We may terminate our Agreement at any time without cause.
- 11.2 We may cancel, suspend or modify any aspect of the Services at any time without cause and without notice.
- 11.3 We shall have no liability to you in the event of any of the instances of termination, cancellation, suspension or modification referred to above. However, if any such instances are not your fault, we will credit or refund you an amount calculated in good faith and according to law which reasonably takes into account the amount of any Fees you have paid and the value of any Services you have missed out on.
- 11.4 In no circumstances shall we be liable for any failure or delay in delivering any aspect of the Services where such delay or failure is attributable to any cause beyond our reasonable control including instances ordinarily considered to be force majeure situations.

## 12. LIMITATION OF LIABILITY

- 12.1 Our liability arising out of this Agreement shall, except as required by law, be limited to the amount of the Fees.
- 12.2 Under no circumstances shall we be liable for any loss of profits or opportunities or other indirect, incidental, special, consequential or exemplary damages.
- 12.3 You acknowledge that you use the Services voluntarily and at your own risk and discretion and that you shall accept responsibility and liability for any disputes which arise between you and third parties as a result of your use of the Services.
- 12.4 You agree to indemnify us in respect of any liability arising from any act or omission of yours in relation to your use of the Services.

## 13. RESOLUTION OF COMPLAINTS

- 13.1 We will in good faith attempt to resolve any complaint or dispute with you as quickly and amicably as possible.
- 13.2 You may notify a complaint or dispute to us at any time by sending an email to us at [complaints@thegrowthfaculty.com](mailto:complaints@thegrowthfaculty.com)
- 13.3 If you wish to make a complaint or raise a dispute regarding Fees, you must send us an email within 30 days of such Fees being paid by your Payment Method.
- 13.4 In the event that you do not raise any complaint or dispute in relation to an amount of Fees within 30 days of payment, we will take this as your acknowledgement that the Fees are fair and reasonable and as a waiver of your right to dispute them.

## 14. MISCELLANEOUS

- 14.1 This Agreement is the entire Agreement between you and us regarding the subject matter of our Agreement.
- 14.2 We may assign this Agreement at any time upon providing written notice to you.
- 14.3 We may give each other notice as required under this Agreement by sending emails to the email addresses we have provided to each other.
- 14.4 If any part of our Agreement is held to be illegal or invalid, then only the illegal or invalid part will be void and the rest of our Agreement will remain in full force and effect.
- 14.5 If either of us does not enforce a breach of our Agreement, this does not mean a further breach of the same kind is excused or that we shall refrain from enforcing the existing breach at a later time.
- 14.6 This Agreement is governed by the laws of the State of New South Wales and we will both, following our good faith attempts to resolve any dispute, go to the Courts of New South Wales for such resolution.
- 14.7 We may vary these Terms and Conditions by posting an updated version on the Website.
- 14.8 You are encouraged to review our Website regularly for any updated versions of these Terms and Conditions as we shall take your continued use of the Services as acceptance of the latest version of these Terms and Conditions.

## EVENTS

### 15. GENERAL TERMS

15.1 Please refer to clauses 1 – 14 above.

### 16. WHAT WE MAY DO IN RELATION TO EVENTS

- 16.1 We shall organise and manage any Events to an appropriate standard.
- 16.2 We may, from time to time, provide you with the opportunity to purchase tickets to an Event on a “first come, first served” basis.
- 16.3 We will allow you to transfer a ticket to another person in your organisation at no extra cost.
- 16.4 We may limit the number of tickets to certain Events to discourage ticket buying practices which are, in our reasonable opinion, unfair.
- 16.5 We shall otherwise comply with the terms of our Agreement including the provisions of clauses 1 – 14 above.

### 17. WHAT YOU MUST ACKNOWLEDGE IN RELATION TO EVENTS

- 17.1 You acknowledge that you shall be responsible for and shall bear any of your own costs in relation to your attendance at an Event including your travel and accommodation costs in respect of any Event.
- 17.2 You acknowledge that, in the event of unlawful resale or copying of tickets, we shall cancel the rights associated with any such tickets immediately and without compensation.
- 17.3 You acknowledge that we make no assurance in relation to allocation of seating at Events, whether for individuals or groups.
- 17.4 You acknowledge that you shall be subject to our reasonable direction during your attendance at any Event and that we may require that you leave the Event without refund in the event that your behaviour is considered, in our reasonable opinion, to be unacceptable.

### 18. YOUR PRIVACY IN RELATION TO EVENTS

- 18.1 By attending an Event, you consent to being filmed or photographed by us or our agents.
- 18.2 By attending an Event, you grant us an irrevocable, non-exclusive, perpetual, worldwide, royalty free licence to use your name, likeness, image and/or voice for any purpose relating to our business or the Services including the promotion of the Services.

18.3 By registering for an Event, you consent to your name and contact information being provided to sponsors of an Event.

18.4 By registering for an Event, you consent to receiving communications from sponsors of an Event.

18.5 If you attend an Event, you consent to a reasonable search of you and your belongings upon entry to the Event.

18.6 You acknowledge that we reserve the right to prevent you taking belongings including bags, cameras and other items into an Event.

### 19. CANCELLATION OR SUSPENSION

- 19.1 We may cancel or change the date, timing or content of an Event at any time without notice.
- 19.2 If you fail to pay the Fees and any applicable tax on or before the Due Date, we may cancel or suspend your right to attend an Event. If that becomes necessary, you will not be entitled to any refund in respect of the Fees already paid.

### 20. CANCELLATION BY YOU AND OTHER ADDITIONAL PAYMENT TERMS FOR EVENTS

- 20.1 We may from time to time nominate an early bird date for payment in relation to Events.
- 20.2 If you wish to cancel your ticket prior to the early bird date for an Event, you will be entitled to a full refund or credit note for future Events.
- 20.3 If you cancel your ticket to an Event after the early bird date but more than seven days before the Event, we will charge a cancellation fee of \$100 per Event day and will provide a credit note for the remaining amount.
- 20.4 If you cancel your ticket to an Event within seven days of the Event or otherwise do not use your ticket for the Event, no refund will be paid.
- 20.5 If we issue a credit note under these Terms and Conditions, the credit note shall be valid for twelve months after it is issued.
- 20.6 Once a credit note is applied to payment for an Event, no further credit or refund shall be payable in respect of the amount of the credit note.
- 20.7 Credit notes may only be applied in respect of Events.
- 20.8 If you purchase a ticket for an Event and you do not pay the correct amount for any reason, we reserve the right to cancel the ticket and refund the amount at our discretion.

## ACCESS TO PAID CONTENT

### 21. GENERAL TERMS

21.1 Please refer to clauses 1 – 14 above.

### 22. ADDITIONAL PAYMENT TERMS FOR RECURRING PAYMENTS

22.1 For access to Subscriber Content requiring recurring payment, we shall charge in various ways including:

- (a) by a recurring annual upfront charge using your Payment Method;
- (b) by a recurring monthly upfront charge using your Payment Method; or
- (c) such other payment terms as may be advised on the Website from time to time.

22.2 In the event that we change the price of access to Subscriber Content, the price changes will only apply to subsequent billing periods following reasonable notice to you.

22.3 We may temporarily provide access to Subscriber Content on an introductory basis as part of a free trial offer.

22.4 We may require the provision of a Payment Method as part of a free trial offer.

22.5 In the event that we provide a free trial, we may cancel the free trial period without notice for any reason.

22.6 The provisions of clause 23 of these Terms and Conditions shall apply to renewal or cancellation of your subscription at the conclusion of any free trial period.

### 23. RENEWAL OR CANCELLATION OF YOUR RECURRING ACCESS TO SUBSCRIBER CONTENT

23.1 If you pay to access Subscriber Content on a recurring annual basis, this subscription will be automatically renewed on each anniversary of the date of your first payment unless you give notice of cancellation in accordance with these Terms and Conditions.

23.2 If your access to Subscriber Content is automatically renewed as provided for in clause 23.1 above, we shall debit your Payment Method for an amount of Fees for one year's access and our Agreement shall be renewed for a further twelve months.

23.3 If you pay to access Subscriber Content on an annual basis, you may give notice of cancellation at least 30 days prior to an anniversary of your first payment by sending an email to [ondemand@thegrowthfaculty.com](mailto:ondemand@thegrowthfaculty.com).

23.4 If you pay to access Subscriber Content on a monthly basis, this subscription will be automatically renewed each month after your first payment unless you give notice of cancellation in accordance with these Terms and Conditions.

23.5 If your access to Subscriber Content is automatically renewed as provided for in clause 23.4 above, we shall debit your Payment Method for an amount of Fees for one month's access and our Agreement shall be renewed for a further month.

23.6 If you pay for Services on a monthly basis, you may give notice of cancellation by sending an email to [ondemand@thegrowthfaculty.com](mailto:ondemand@thegrowthfaculty.com) at least 7 days before we are next due to receive payment by your Payment Method

23.7 If you cancel your subscription under clauses 23.3 or 23.6 above, we will continue to allow access to the applicable Subscriber Content for the time you have paid for but we will not give refunds for partial billing periods.

23.8 At the conclusion of any free trial period, unless you have cancelled your subscription by sending an email to [ondemand@thegrowthfaculty.com](mailto:ondemand@thegrowthfaculty.com), we will charge Fees for the next billing period using your Payment Method and otherwise proceed to deal with you in accordance with this clause 23.

### 24. DISCOUNTED TICKETS FOR EVENTS

24.1 If you pay to access Subscriber Content we may provide you with the opportunity to purchase tickets to Events at a discounted rate.

24.2 To be entitled to any discount on a ticket to an Event, you must be entitled to access Subscriber Content as at the date of the Event.

24.3 If you hold a discounted ticket to an Event and will no longer be able to access Subscriber Content as at the date of the Event, we may at our discretion:

- (a) require you to pay the balance of the full price for the Event to access the Event; or
- (b) cancel the ticket and refund what you have paid.

## OVERSEAS JURISDICTIONS

### 25. SPECIFIC PROVISIONS FOR CERTAIN JURISDICTIONS

#### 25.1 Singapore

- a) Pursuant to Clause 14.6:

- b) This Agreement is governed by the laws of Singapore and we will both, following our good faith attempts to resolve any dispute, go to the Courts of Singapore for such resolution.
- c) A person or entity who is not a party to this Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or any similar legislation in any jurisdiction to enforce any term of this Terms of Use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this provision shall affect the rights of any permitted assignee or transferee of this Terms of Use.

## DEFINITIONS

References to “we”, “us”, “our”, “you”, “your” shall be used to refer to one or both of the respective parties as the context requires.

“**Agreement**” means these Terms and Conditions together with any form we ask you to complete and/or sign.

“**Content**” means anything that is made available by us and is capable of being read or otherwise understood, whether on the Website otherwise and includes Subscriber Content.

“**Due Date**” means the date or dates by which the Fees are payable.

“**Event**” means a live function to which we sell tickets for attendance.

“**Fees**” means the amount payable for Subscriber Content from time to time as shown on the Website or otherwise notified by us together with any applicable amount of indirect tax such as GST or VAT.

“**Live Stream**” means a broadcast of a live function to which we sell viewing rights.

“**On Demand**” means pre-recorded or written Content to which we sell rights of access.

“**Payment Method**” means sufficient details of a major credit card or bank account to allow Fees to be debited by us.

“**Privacy Policy**” means our privacy policy available here [www.thegrowthfaculty.com/privacy.php](http://www.thegrowthfaculty.com/privacy.php)

“**Services**” means all services made available by us whether for payment or not including but not limited to:

- (i) access to the Website;
- (ii) access to related mobile sites and applications;
- (iii) access to related features including RSS, API, software and other downloads.
- (iv) access to Content;
- (v) access to Subscriber Content;
- (vi) ability to post User Content;
- (vii) access to the On Demand service;
- (viii) access to the Live Stream service;
- (ix) your ability to attend and participate in Events.

“**Subscriber Content**” means Content which is made available by us on a paid basis and includes the On Demand service, the Live Stream service and Events.

“**Terms and Conditions**” means the terms and conditions contained in this document.

“**User Content**” means anything you provide to us which is capable of being read or otherwise understood, including but not limited to your postings of articles, comments or feedback on the Website and your participation in any forums, group discussions or dialogue on the Website.

“**Website**” means our website located at [www.thegrowthfaculty.com](http://www.thegrowthfaculty.com)