



ONLINE COURSE TERMS AND CONDITIONS

Our Details:	3P Delivery Authority Pty Ltd ABN 73 624 015 103 trading as 3P Delivery Authority (Company) Notices to: Estelle OCallaghan Email: admin@3pda.com.au
Your Details:	Provided at purchase checkout
Date:	These Terms and Conditions come into effect upon date, at time of purchase.

SCHEDULE

Services	We provide a subscription-based service granting members access to a curated library of professional development resources. These include, but are not limited to, workshops, webinars, masterclasses, motivational challenges, group coaching programs, short non-accredited courses, checklists, written guides, and additional resources as introduced. The service is designed to support individuals and organisations in implementing effective strategies and achieving their professional goals
Payment Terms	The subscription commences upon successful registration and payment of the initial fee and continues on a rolling monthly basis unless cancelled by the Subscriber. If a beta introductory offer is available, the reduced price applies for as long as the Subscriber maintains continuous enrolment.
Subscription Fees	The monthly subscription fee is advertised on the website and may change from time to time. Subscribers will be notified of fee increases before they occur.
Payment Schedule	Monthly
Payment Method	Subscription fees are payable monthly in advance by direct debit, at the rate advertised on our website or online checkout.
[OPTIONAL] Expenses	Additional fees may be charged if subscribers choose to participate in additional activities that are not included in the membership service. Rates will be published on the website and subscribers will only be charged if they opt in.

The Terms and Conditions attached are incorporated into these Terms.



TERMS AND CONDITIONS

1. ACCEPTANCE

- 1.1 These Terms are between the Parties set out in the Schedule, being us our successors and assignees, (referred to as “we”, “us”, “our” or “Company”), and you (referred to as “you”, “your”, or “Subscriber”), and collectively the Parties.
- 1.2 You have requested the Services set out in the attached Schedule (**Services**). You agree and accept that these Terms and Conditions (**Terms**) form the agreement (**Agreement**) under which we will grant you access to the Services on a subscription basis for the Term. Please read the Terms carefully. Please contact us if you have any questions.
- 1.3 You accept this Agreement by:
 - (a) signing and returning this Agreement;
 - (b) accepting this Agreement online;
 - (c) confirming in writing including by email that you accept the Schedule;
 - (d) allowing us to proceed with the Services; or
 - (e) making part or full payment for the Services, by the methods set out in our Schedule or our tax invoice to you (**Invoice**).

2. OUR SERVICES

- 2.1 If set out in the Schedule, we will not commence performing our Services until you have paid the first instalment of our Subscription Fees.
- 2.2 The Services are provided on a subscription basis, with access continuing on a rolling monthly basis unless cancelled by the Subscriber.
- 2.3 **Subscription and Cancellation:**
 - (a) The Subscriber may cancel their subscription at any time by providing written notice or using the online cancellation process. No refund is payable for cancellation (except where required by law); however, access to the Services will continue until the end of the current billing period.
 - (b) If the Company ceases to provide the subscription service, a pro-rata refund will be provided for any unused portion of the Subscription Fees.
 - (c) Registration and subscription are non-transferable and may only be used by the Subscriber who registered for the Services.
- 2.4 **Refunds:** To the extent permitted by law, and except as expressly set out in these Terms, all Subscription Fees are non-refundable.
- 2.5 We agree to perform the Services set out in the Schedule with due care and skill for the Term.
- 2.6 We may provide the Services to you using our employees, contractors and third-party providers and they are included in these Terms.

3. ACCOUNT CREATION AND USE

- 3.1 To access the Services, you must create an account by providing accurate and complete information as requested. You are responsible for maintaining the confidentiality of your account details and for all activities conducted under your account. Your account is personal to you and must not be transferred to any other person.
- 3.2 You must not share your account details with any other person. If you suspect unauthorised use of your account, you must notify us immediately.
- 3.3 You are responsible for ensuring that you have the necessary technology, software, and internet connection to access the Services. We are not liable for any issues arising from your failure to meet these requirements.
- 3.4 The Services will be delivered via our chosen platform. You agree to comply with the terms of use of the platform and acknowledge that we are not responsible for any platform-related issues, including outages or security breaches.
- 3.5 We take reasonable steps to protect your personal information in accordance with our Privacy Policy. However, we cannot guarantee the security of data transmitted over the internet and are not liable for any unauthorised access, hacking, or data breaches.
- 3.6 You are responsible for ensuring that your devices are secure and free from malware or viruses. We are not liable for any damage to your devices or data resulting from your use of the Services.
- 3.7 We reserve the right to suspend or terminate your account if we suspect any breach of these Terms.

4. NOTIFICATION

- 4.1 Subscribers will be notified as new resources, including event replays (where available), are added to the library or platform. Notifications may be provided by email or through the subscriber portal.
- 4.2 If a live event cannot be provided at the advertised time due to unforeseen circumstances (including but not limited to technical issues or illness of the facilitator), the Company will make reasonable efforts to:
 - (a) reschedule the event to a new date and time; or
 - (b) provide a recording of the event (where available) to all affected Subscribers; and
 - (c) notify Subscribers of the changes as soon as practicable.

5. YOUR COMMITMENT TO US



- 5.1 By creating an account or booking our Services you confirm that:
- (a) you have the legal capacity to enter into a binding contract under Australian law;
 - (b) if you are under 18 years of age you have obtained the consent of a parent or legal guardian to use the Services, and by accepting these Terms you represent and warrant that such consent has been obtained; and
 - (c) you are authorised to use the Payment Method agreed.
- 5.2 You warrant that throughout the term of this Agreement that:
- (a) where sessions are being held live, your involvement and collaboration throughout the sessions may be recorded and accessible by other participants in the sessions. Please notify us in writing prior to the commencement of Service date if you do not wish for your participation and collaboration to be shared with others. By not providing such notification, you grant us permission to use any images or videos captured;
 - (b) there are no legal restrictions preventing you from agreeing the Terms;
 - (c) you will cooperate with us and provide us with information and comply with requirements in a timely manner, as requested by us from time to time, that are reasonably necessary to enable us to perform the Services;
 - (d) you will inform us if you have reasonable concerns relating to our provision of Services under the Terms, with the aim that we and you will use all reasonable efforts to resolve the concerns; and
 - (e) you are responsible for obtaining any consents, and permissions from other parties necessary for the Services to be provided, and for providing us with the necessary consents and permissions.
- 5.3 You agree to comply with our Code of Conduct when participating in any live events, workshops, webinars, or group sessions provided as part of the Services. We reserve the right to refuse entry to, or remove from, any live event any participant who breaches the Code of Conduct or behaves in a manner that is disruptive, offensive, or otherwise inappropriate, acting reasonably.
- 5.4 You warrant that you will not canvass, employ, induce or attempt to employ, induce, solicit or entice away from us, any employee or contractor that was employed by or contracted to us during the term that we provide Services to you or the prior twelve (12) month period.
- 6. PRICE, INVOICING AND PAYMENT**
- 6.1 You agree to pay us the amounts set out in the Schedule or as otherwise specified on our website or online checkout at the time of purchase. All amounts are stated in Australian dollars. All amounts exclude Australian GST (where applicable). Payment may be made by the Payment Method.
- 6.2 You agree to pay our Subscription Fees in advance on a recurring monthly basis using your nominated Payment Method (including by direct debit, where applicable). If you do not pay by the payment date (including any other services we have provided to you), we may suspend your access to the Services until we receive payment.
- 6.3 Certain live events may require separate registration and may attract an additional fee, which will be notified to you in advance. Discounts may be offered to Subscribers for such events at our discretion. There is no guarantee that all live events will be recorded or that recordings will be made available to all Subscribers.
- 6.4 We may charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 8% per annum, calculated daily and compounding monthly, on any amounts unpaid after the payment date.
- 6.5 If invoices are unpaid after the payment date, we reserve the right to take steps to recover any outstanding professional fees and outlays owing to us. In the event of non-payment, we have the right to engage debt collection services for the collection of unpaid debts, the right to commence legal proceedings for any outstanding amounts owed to us and the right to take any other adverse action against you as we consider appropriate.
- 6.6 If any action is required to recover amounts owing to us (including without limitation issuing and receiving any correspondence, commencing court proceedings, taking enforcement action and so on), you acknowledge and agree that you are liable for and must pay all costs including without limitation debt collection, commission, charges, costs and any out-of-pocket expenses (including all legal costs and legal fees on an indemnity basis and all fees charged by counsel). You agree to indemnify us against any costs we may incur in recovering payment of any unpaid invoices.
- 6.7 We reserve the right to report bad debts to independent credit data agencies.
- 7. OUR INTELLECTUAL PROPERTY**
- 7.1 We own the Intellectual Property rights in:
- (a) our pre-existing Intellectual Property, including but not limited to copyright which subsists in all creative and literary works incorporated into our pre-existing Intellectual Property; and
 - (b) intellectual Property that we create or make available as part of the Services, including but not limited to copyright which subsists in all creative and literary works in all Intellectual Property that we create or provide during the course of the Services;
- unless we assign or transfer this to you. This Intellectual Property is protected by Australian and international laws.
- 7.2 Nothing in these Terms constitutes an assignment or transfer of our Intellectual Property rights, or a right to use our Intellectual Property, whether registered or unregistered, except as stated in these Terms or with our written permission.
- 7.3 You must not breach our Intellectual Property rights by, including but not limited to:



- (a) altering or modifying our Intellectual Property;
- (b) creating derivative works from the Intellectual Property; or
- (c) using our Intellectual Property for commercial purposes such as on-sale to third parties.

7.4 This clause will survive the termination of these Terms.

8. FEEDBACK AND DISPUTE RESOLUTION

8.1 Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about our Services, please contact us.

8.2 If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:

- (a) The complaining Party must tell the other Party in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet (virtually) in good faith to seek to resolve the dispute by agreement between them (**Initial Meeting**).
- (b) If the Parties cannot agree how to resolve the dispute at that initial meeting, any Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, the complaining Party will ask the Law Society of Victoria to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute and will be equally responsible for the costs of the mediator.

8.3 Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

9. CONFIDENTIAL INFORMATION

9.1 We, including our employees and contractors, agree not to disclose your Confidential Information to any third party (other than where necessary, to third party suppliers, or as required by law); to use all reasonable endeavours to protect your Confidential Information from any unauthorised disclosure; and only to use your Confidential Information for the purpose for which it was disclosed by you, and not for any other purpose.

9.2 You, including your employees and contractors, agree not to disclose our Confidential Information to any third party; to use all reasonable endeavours to protect our Confidential Information from any unauthorised disclosure; and only to use our Confidential Information for the purpose for which it was disclosed or provided by us to you, and not for any other purpose.

9.3 These obligations do not apply to Confidential Information that:

- (a) is authorised to be disclosed;
- (b) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms;
- (c) is received from a third party, except where there has been a breach of confidence; or
- (d) must be disclosed by law or by a regulatory authority including under subpoena.

9.4 This clause will survive the termination of these Terms.

10. TERMINATION

10.1 If either Party commits a remediable breach of these Terms and does not remedy the breach at its cost within a reasonable time after receiving written notice of the breach from the other Party, then the Parties agree to engage in the dispute resolution process set out in clause 10.2 in the first instance. If the dispute is not resolved after following that process, then either Party may terminate these Terms at any time upon written notice to the other Party.

10.2 We may terminate these Terms immediately upon written notice to you, if:

- (a) you commit a non-remediable breach of these Terms;
- (b) you fail to provide us with clear or timely instructions to enable us to provide the Services or otherwise fail to comply with these Terms in a manner that affects your access to the Services;
- (c) we, acting reasonably, consider that our working relationship has broken down including a loss of confidence and trust;
- (d) for any other reason outside our control which has the effect of materially affecting our ability to provide access to the Services; or
- (e) you fail to pay an invoice by the due date.

10.3 You may terminate these Terms immediately upon written notice to us if:

- (a) we commit a non-remediable breach of these Terms; or
- (b) either Party, acting reasonably, consider that our working relationship has broken down including a loss of confidence or trust.

10.4 To the extent permitted by law, on termination of these Terms in accordance with clause 12.2 or clause 12.3 you will not be entitled to a refund of any Subscription Fees already paid, except as expressly set out in these Terms or where required by law.

10.5 If you terminate this Agreement, you must pay for all Subscription Fees payable up to the end of the then current billing cycle if applicable), including any amounts which have been incurred but not yet billed.



- 10.6 On termination of these Terms you agree to promptly return (where possible), or delete or destroy (where not possible to return), our Confidential Information and Intellectual Property, and/or documents containing or relating to our Confidential Information and Intellectual Property.
- 10.7 On termination of these Terms, we agree to promptly return (where possible), or delete or destroy (where not possible to return), your Confidential Information and Intellectual Property, and/or documents containing or relating to your Confidential Information and Intellectual Property.
- 10.8 On completion of the Services, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to the Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.
- 10.9 The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.

11. CONSUMER LAW, LIMITATION OF LIABILITY AND DISCLAIMERS

- 11.1 **Service Standard:** We will provide the Services with due care and skill, the Services will be fit for the purpose that we advertise, and we will supply the Services within a reasonable time.
- 11.2 **ACL:** Certain legislation including the Australian Consumer Law (ACL) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (**Statutory Rights**).
- 11.3 **Statutory Rights:** Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our liability for the Services is governed solely by the ACL and these Terms.
- 11.4 **Warranties:** Except for your Statutory Rights, we exclude all express and implied warranties representations and guarantees and all material and work is provided to you without warranties, representations and guarantees of any kind.
- 11.5 **Delay:** Where the provision of Services or your access to the Services depends on your information or response, we have no liability for a failure to perform the Services, where it is affected by your delay in response or supply of incomplete or incorrect information.
- 11.6 **Referrals:** We may provide you with contact details of third party specialists. This is not a recommendation by us for you to seek their advice or to use their services. We make no representation or warranty about the third party advice or provision of services, and we disclaim all responsibility and liability for the third party advice or provision of services, or their failure to advise or provide services.
- 11.7 **Availability:** To the extent permitted by law, we exclude liability for:
- the Services being unavailable or your inability to access the Services; and
 - any Claims for loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation or any loss or damage relating to business interruption or otherwise, suffered by you or made against you, arising out of or in connection with your inability to access or use the Services or the late supply of Services, even if we were expressly advised of the likelihood of such loss or damage.
- 11.8 **Disclaimers:** To the extent permitted by law we disclaim all responsibility and liability for:
- any time lost as a result of you entering the session late;
 - any errors or omissions in the program materials;
 - products or services you purchase from a third party;
 - any inaccurate or misleading information provided during the Services and any reliance by you on any such information;
 - any technical difficulties that may affect the online sessions and/or recordings;
 - any lost or corrupted recordings. We recommend that you also take notes during the live sessions;
 - any indirect, special or Consequential Loss arising from any breach of these Terms;
 - any direct or indirect Loss from your participation in the Services; and
 - results experienced by each client may significantly vary and no guarantee is made as to specific outcomes or results.
- 11.9 **Limitation:** To the extent permitted by law, our total liability arising out of or in connection with the Services, however arising, including under contract, tort including negligence, in equity, under statute or otherwise, is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us in Subscription Fees to which your claim relates. Our total liability to you for all damages in connection with the Services will not exceed the price paid by you under these Terms and pursuant to the Schedule for the 12-month period prior to the act which gave rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made.
- 11.10 This clause will survive the termination of these Terms.

12. INDEMNITY

- 12.1 You are liable for and agree to indemnify, defend and hold us harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:
- any information provided by you to us that was not accurate, up to date or complete or was misleading or a misrepresentation;
 - your breach of these Terms;



- (c) any misuse of the Services by you, your employees, contractors or agents; and
 - (d) your breach of any law or third party rights.
- 12.2 We are liable for and agree to indemnify, defend and hold you harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:
- (a) any information provided to you by us that was not accurate, up to date or complete or was misleading or a representation;
 - (b) our breach of these Terms;
 - (c) any defect or omission in the Services from or by us, our employees, contractors or agents;
 - (d) our breach of any law or third party rights in connection with our provision of the Services to you.
- 12.3 The Parties agree to co-operate with each other (at their own expense) in the handling of disputes, complaints, investigations or litigation that arises as a result of these Terms.

13. GENERAL

- 13.1 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.
- 13.2 **Publicity:** You consent to us stating that we provided Services to you, including but not limited to using any session recordings, photographs or videos and mentioning you on our website, social media platforms and in our promotional material, provided that any personal information is handled in accordance with our Privacy Policy, unless you give us written notice that you withdraw your consent in this regard.
- 13.3 **Email:** You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 13.4 **GST:** If and when applicable, GST or other foreign equivalent payable on our Services will be set out on our Invoices. By accepting these Terms you agree to pay us an amount equivalent to the GST or other foreign equivalent imposed on these charges.
- 13.5 **Assignment:** The Terms are personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 13.6 **Severance:** To the extent permitted by law, if any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.
- 13.7 **Force Majeure:** Neither Party will be liable for any delay or failure to perform its obligations under these Terms if such delay is due to any circumstance beyond their reasonable control.
- 13.8 **Jurisdiction & Applicable Law:** These terms are governed by the laws of Victoria and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria.
- 13.9 **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

14. DEFINITIONS

- 14.1 **Claim** means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise;
- 14.2 **Confidential Information** includes confidential information about the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, know-how, Intellectual Property, technology, and other information whether or not such information is reduced to a tangible form or marked in writing as "confidential".
- 14.3 **Consequential Loss** means any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, goodwill, reputation, publicity, data or use;
- 14.4 **GST** means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations, or other foreign equivalent.
- 14.5 **Intellectual Property** includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including



patent rights), registered and unregistered trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, company names or internet domain names.

- 14.6 **Laws** means acts, ordinances, regulations, rules, code and by-laws of the Commonwealth or any state or territory;
- 14.7 **Liability** means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees);
- 14.8 **Payment Terms** means the term set out in the Schedule.
- 14.9 **Subscriber** means an individual or organisation that has registered for and paid the Subscription Fees to access the Services.
- 14.10 **Subscription Fees** mean the recurring fees payable by the Subscriber for access to the Services, as specified on the Company's website, online checkout, or as otherwise notified in writing by the Company or as specified in the Schedule.