

1. TRAINING SERVICES

- 1.1 The Company agrees to provide Training Services as stated in the quotation or schedule of fees and the Client agrees to pay the fee or charges in accordance with these Terms and Conditions.
- 1.2 The Company will not be held responsible for:
 - (a) any postponement, delays or failure to deliver training on a particular day or days for any reason whatsoever despite those dates being published to the Client; or
 - (b) any trainees of the Client not completing a course.
- 1.3 In the event that the Company needs to cancel, postpone or delay any course for which a booking was accepted or course convened, the Company will either transfer the booking to a later course or provide a pro rata refund of the booking and course fees to the Client.

2. WITHDRAWAL AND CANCELLATION

- 2.1 If the Client's trainee withdraws from a course at least 14 calendar days prior to the course's commencement date, the Client will receive a full refund less any enrolment fees. Should the Client's trainee withdraw within 14 calendar days of course commencement, the Client will be liable for any enrolment fees and 50% of the course cost. Should the Client's trainee withdraw from the course once commenced, the Client will forfeit all monies paid and be liable for the full course cost and any fees.
- 2.2 Where the Company receives a notification of the cancellation of a course less than one (1) Business Day before the commencement of the course from the Client then the full course fee will be charged for the cancellation.

3. TERMS OF PAYMENT

- 3.1 The Company will issue to the Client an invoice for the Training Services, based on the quotation or schedule of fees for which the Client is liable.
- 3.2 The Client is required to make payment of the invoice within 7 days of the date of the invoice, together with any additional services to the Client included in the invoice.
- 3.3 The Company may set-off against any credit owed to the Client against any amount owing by the Client to the Company.

4. RECORD OF TRAINING UNDERTAKEN

- 4.1 Trainees will be given a certificate, statement or other appropriate record subject to satisfactory completion of assessments, relevant to training provided.
- 4.2 Training records issued (as per clause 4.1) do not warrant or imply any assurance by the Company to either the Client, its trainee(s) or any other party, of the trainee's ability or competence in undertaking any related tasks or duties. Similarly, the Company will not accept any responsibility for any subsequent personal injury or property damage.

5. EXCLUSION OF CONDITIONS, WARRANTIES AND LIABILITY

- 5.1 To the full extent permitted by law, the Company excludes all implied terms and conditions and warranties including, without limitation, terms, conditions and warranties implied by Commonwealth or state legislation.
- 5.2 The Company and the Client agree that in the event of the Client suffering any loss (including economic loss), damage, cost, expense or claim by reason of the trainee's actions following completion of the course, the Company will not be liable under any circumstances for any direct, indirect, economic, special or consequential loss or damage of any nature whatsoever which may be incurred.

6. MISCELLANEOUS

- 6.1 If a provision of these Terms and Conditions is found to be illegal or unenforceable, the whole provision is severed, and the remaining Terms and Conditions continue in force.
- 6.2 Waiver, partly or wholly of any term of these Terms and Conditions will:
 - (a) be effective only if in writing and signed by the Company; and
 - (b) apply only to a particular occasion (unless otherwise noted).

- 6.3 The non-exercise of, or a delay in, exercising any power or right by the Company does not operate as a waiver of that power or right in the future. Any waiver or consent given by the Company will only be effective if confirmed in writing.
- 6.4 These Terms and Conditions are governed by the laws of Queensland.
- 6.5 These Terms and Conditions can only be amended by written agreement between the Parties.

7. PRIVACY STATEMENT

- 7.1 The Company will comply with the Australian Privacy Principles in all dealings with the Client.

8. MEDIA RELEASE

- 8.1 At times during the course, staff and contractors of the Company may take photos or video for use in promotional activities. These photos and videos will remain the property of Staking U and will not be sold to any third party. Some of the media may be used for promotional editorials and other marketing materials in public and professional publications and other such media. The Client acknowledges its acceptance in participating in such activities. Should the Client wish to view or purchase copies of any such photo or video outside the normal distribution, this request should be made in writing to the Company's head office, for the attention of the CEO.

9. CONFIDENTIAL INFORMATION

- 9.1 The Client is responsible to ensure that:
- (a) its trainees do not use, or disclose to anyone, any information relating to the Company or any related entity of the Company which is not publicly known ("the Confidential Information"); and
 - (b) it takes all action reasonably necessary as notified by the Company to require its trainees to maintain the confidentiality of any Confidential Information which is known to the Client and its trainees.

10. NO DISCLOSURE OF INTELLECTUAL PROPERTY

- 10.1 The Client will ensure that it and any of its trainees will not disclose (in whole or in part and other than for permitted secret use), commercially use or exploit the Staking U intellectual property it obtains by reason of the provision of the Training Services.

11. INTERPRETATION

In this agreement:

"Company" means Staking U Asia Pacific Campus Pty Ltd (ACN 158 311 516) of 82 Union Circuit, Yatala QLD 4207, and its associated companies, substitute successors, permitted assigns, licensees, franchisees and agents; **"Client"** means any person who signs this Agreement personally or by an agent; **"Intellectual Property"** means any and all existing and future intellectual and industrial property rights throughout the world conferred by statute, common law, equity or any corresponding law including copyright, trademarks, designs, patents circuit layouts, business and domain names, inventions, trade secrets, concepts and confidential information of the Company. These rights include all improvements to, and applications to register for, the protection of those rights, all renewals and extensions of these rights and all rights in the nature of these rights; **"Trainee"** means any participants in the course paid for by the Client in accordance with the quotation or schedule of costs; **"Training Services"** means the services to be provided by the Company pursuant to subclause 1.1; **"GST"** has the same meaning as in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).