



## Terms & Conditions

These terms and conditions apply to any services or products provided by The Energy Factory Pty Ltd (ABN 15 669 709 707) of PO Box 1069, Leichhardt 2040 NSW, phone number 02 9564 5763.

You may contact us on [team@dradamfraser.com](mailto:team@dradamfraser.com) or call us on the number mentioned above.

Please read these terms and conditions carefully when purchasing the Flourish for Schools program and make sure you keep a copy for your records.

By signing this document, you agree with the terms of this agreement which will legally bind you.

### 1. DEFINITIONS

“Confidential Information” - Information provided by one party to the other in written, graphic, recorded or any other form concerning the business, clients, finances and other areas of the other party’s business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

“Course Materials” - Information provided by The Energy Factory Pty Ltd to accompany a course provided as part of the Services in hard copy or digital format.

“Fees” means the fees paid by you to The Energy Factory Pty Ltd for the services and/ or products.

“Intellectual Property Rights” - Copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

“Online Course” - The delivery by us of an online course pursuant to which you learn course materials remotely.

“Services” - The provision of the Online Course and/or the Course Materials.

## **2. FEES**

2.1. The Fees for the Services shall be as set out on the Flyer sent to you by email (\$125 per participant).

2.2. Unless otherwise specified at the time you purchase the services, the fees include GST.

2.3. Fees for the Program shall be paid accordingly to the invoice sent and within the timeframe given to you also in the invoice. Fees must be paid in full prior to The Energy Factory Pty Ltd giving access to the Online Program.

2.4. Any fees charged by your debit or credit card provider in connection with your purchase of Program are for your own account and The Energy Factory Pty Ltd shall not be responsible for these.

## **3. INTELLECTUAL PROPERTY**

3.1. The Program, its content and materials are Intellectual Property of The Energy Factory Pty Ltd and remain, the intellectual property of The Energy Factory Pty Ltd whether adapted, written for or customised for the Client or not. Upon payment of the applicable fee, The Energy Factory Pty Ltd grants you a limited (2 years), non-exclusive, non-transferrable or assignable licence to use the intellectual property contained in the relevant Program you have purchased access to for the sole purpose of participating in these Programs.

3.2. You are not authorised to:

- (i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Program content and materials without prior written permission;
- (ii) use the Program content and materials in the provision of any other course or training;
- (iii) remove any copyright or other notice of The Energy Factory Pty Ltd on the Program content and materials;
- (iv) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the program.

3.3. You may not use our name or logos or trademarks or any other content on any website of yours or that of any other person.

3.4. Should you breach any of the above listed clauses, we shall immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Program.

## **4. SYSTEM SECURITY**

4.1. The Energy Factory Pty Ltd is not the owner of the website used to provide the content and materials of this Online Program, so we're not responsible for any disruptions.

4.2. You agree that you will not, and will not allow any other person besides your staff members:

4.2.1 use the Programs or materials purchased from us for any purpose other than for their personal use;

4.2.2 use the program for any illegal, unlawful, improper or infringing purpose;

4.2.3 attempt to interfere with the Website's and Program integrity;

4.2.4 use spiders, data scrapers, viruses or other software which may threaten the integrity and security of the Website or Programs;

4.2.5 upload, transmit, post or share any virus or similar computer code or software that may cause damage to, or violate the privacy of The Energy Factory Pty Ltd data;

4.2.6 upload any material that is fraudulent, defamatory, obscene, malicious, pornographic or otherwise offensive; and

4.2.7 attempt to copy, reverse engineer or otherwise utilise the Website or any other material provided in connection with The Energy Factory Pty Ltd.

4.3 You agree to use the Website in accordance with any and all applicable laws.

## 5. TERMINATION

5.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

- fail to pay when due your Fees;
- act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of The Energy Factory Pty Ltd or any of the staff members who attend the program;
- cheat or plagiarise any work which you are required to prepare or submit in connection with the Services or during any examination taken in connection with the Services;
- steal or act in fraudulent or deceitful manner;
- intentionally or recklessly damage our property;
- are in breach of these terms and conditions.

## 6. ASSIGNMENT

Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other person.

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(signature)

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(date)