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## Terms and Conditions

This document sets out the terms on which Your Commercial Foundations (YCF) offers Conversational Commerce modules, and on which you as an Individual Participant will participate in the module of your choosing. YCF ask you to confirm that you have read these terms and conditions as part of the registration and purchase process, and by proceeding with that registration and purchase, you are effectively agreeing to the terms and conditions set out in this document.

As such, these Terms and Conditions document the agreement between you and YCF regarding confidential information. In the course of this module, you and other participants in the course may disclose or be given access to Confidential Information that would be considered proprietary and belonging to either:

- You;
- YCF; and/or
- other participants or persons eg the employer of one of the other participants.

This Confidential Information is valuable and represents the investment of resources by the person or persons who own it. So that everyone participating in the provision of the module, including you, can participate fully and confidently, this document sets out terms which effectively ensure any Confidential Information shared in the course of participating in this module is used only for the purposes of participating in the module and learning skills and abilities in Conversational Commerce, and is otherwise kept in confidence.

**YCF asks everyone who participates in one of its modules to enter an agreement with these terms regarding confidentiality in it - without it, you won't be able to participate in the module, so please consider the terms of this document carefully before booking your place.**

In these Terms and Conditions, unless a contrary intention is clear from the context, the principles of interpretation and definitions terms set out in the Appendix will have the effect and meaning specified.

### 1. SERVICES TO BE PROVIDED

1.1 In registering for this module you are confirming that:

- (a) you want to attend the module specified in the registration on the date and time specified, and that you are willing to pay the fee specified in the registration form.
- (b) you know and accept that you will be only one of a number of participants taking part in the YCF module on that date. You and YCF agree that the total number of participants won't exceed 12 including you without your express written permission. If that number is exceeded without getting your permission before the event, you will have the choice to not participate and get a full refund of all monies you have paid YCF.
- (c) you know and accept that YCF only offers its modules to a minimum class size of 6 participants. If the number of participants committed to participate in the module falls below 6 participants including you within 3 working days of the planned module, you agree that YCF can cancel the module if it:

*Immerse Yourself in Conversational Commerce*

- (i) notifies you in writing at the address you have nominated in the registration; and
- (ii) gives you a refund of all monies you have paid to YCF by electronic funds transfer, or however else you and YCF agree for the monies to be provided to you.

## 2. INVOICING AND CONFIRMATION

2.1 The fee is payable in one of two ways at your election:

- (a) in full, on completion of the registration form, in which case your participation is secured immediately on receipt of payment through PayPal; or
- (b) by initial 25% deposit to reserve your position and subsequent payment of the balance no less than seven (7) days prior to the date on which the module is scheduled to be held. Until the full payment is received, your position will not be confirmed and, should the module be oversubscribed by full fee paying participants, YCF will have no obligation to permit you to participate.

2.2 Should you elect to pursue the deposit-balance option described in clause 2.1(b):

- (a) your position will be reserved immediately on receipt of payment of the deposit by YCF through PayPal;
- (b) you will be issued with an initial invoice by Your Commercial Foundations for the balance of the registration fee;
- (c) two (2) weeks before the date scheduled for the module in the registration, you will be issued with a final invoice by Your Commercial Foundations payable on receipt for any balance remaining outstanding; and
- (d) Unless the event is cancelled by YCF because of insufficient numbers (see clause 1.1(c)) or because of the Facilitator's inability to participate, **any deposit paid is non-refundable**.

For the avoidance of doubt, this means should the class be oversubscribed prior to you paying the full amount or should circumstances preclude you from attending a module for which you have paid a deposit, YCF will be under no obligation to return your deposit although the deposit may be transferred to another potential participant, such transfer to be entirely at YCF's discretion.

2.3 Two (2) weeks before the event, you will be sent:

- (a) confirmation of the location, date and time of the module;
- (b) confirmation of any special dietary, health or accessibility requirements you have brought to YCF's notice; and
- (c) a link to an on-line questionnaire that YCF asks you to complete as soon as possible. The survey is about your previous experience with and current ideas about the topics the module is going to address. As well as starting you thinking about the topic, it will help YCF tailor the content of the module to address the needs, priorities and interests of the people attending that particular event. Completion of this survey is not a requirement for attendance at the module.

2.4 For the avoidance of doubt and as noted on our website, while amounts specified in YCF advertising are stated "excluding GST" for ease of comparison, YCF is subject to the legislation known as the Goods and Services Tax whose proper name is *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*. As such, YCF and you agree that all invoices will include a specified amount for GST which will be clearly identified as such, and will be payable by you.

## 3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

3.1 YCF and you know and agree that each has made and continues to make significant investments in the development of their respective Intellectual Property, which investment is the basis of their competitive advantage in the industries in which each operates.

- 3.2 Where, in developing, delivering or participating in the module for which you have registered either you or YCF:
- (a) discloses Confidential Information to the other; or
  - (b) becomes aware of Confidential Information due to the disclosure of another participant, both YCF and you agree that such a disclosure is in accordance with the provisions of these Terms and Conditions, and shall be treated as confidential and proprietary to the Disclosing Party ie the person who disclosed it.
- 3.3 You and YCF agree that a Party must:
- (a) not disclose or allow to be disclosed to any person any Confidential Information other than for the purpose of participating in the short course module for which you have registered; and
  - (b) use any Intellectual Property to which they are given access or any Confidential Information disclosed to them only for the purpose of participating in the short course module for which you have registered. For the avoidance of doubt, this means that no Recipient Party shall:
    - (i) use any Confidential Information disclosed to them; nor
    - (ii) use any Intellectual Property to which they are given access, for commercial advantage without the prior written permission of the Disclosing Party.
- 3.4 The Parties acknowledge and agree that nothing in this Agreement gives either Party any right, title or interest in any Confidential Information.
- 3.5 To avoid any doubt, these provisions regarding Confidential Information will not apply to information that is:
- (a) in the public domain other than through a breach of contract or obligation of confidence; or
  - (b) becomes a part of the public domain other than through a breach of contract or obligation of confidence.
- 3.6 The obligations of this clause will survive the agreement between YCF and you with respect to participating in the short course module for which you have registered.

#### **4. PRIVACY**

- 4.1 The Parties acknowledge that, in developing and conducting the short course module, YCF will be given access to personal information regarding you. This information is collected for the purpose of:
- (a) refining and developing the material to be presented in the short course module in which you wish to participate;
  - (b) ensuring responsible occupational health and safety standards are met for the benefit of you, other participants and YCF;
  - (c) providing you with extension material and information on other YCF products and programs, which material and information will include procedures to opt out of receiving further material and information;
  - (d) improving the standard and performance of YCF's administration, quality assurance and product development processes; and
  - (e) complying with YCF's legal and regulatory obligations.
- 4.2 YCF will maintain this information in electronic and hard-copy form, and will take all reasonable steps to not use or disclose your personal information without your express written permission, subject to the provisions of the *Privacy Act 1988 (Cth)*.
- 4.3 YCF will provide you with access to the personal information maintained by it with respect to you on you giving YCF two business day's written notice.

## 5. OTHER IMPORTANT MATTERS

- 5.1 YCF and you know and agree that agreeing to these Terms and Conditions, including the confidentiality provisions, and payment of all invoices is a pre-requisite to any participant attending any specific module. If either of those pre-requisites is not in place at the time and date for the module to be held, you will not be able to participate and YCF will be entitled to retain any monies paid by you or on your behalf prior to you being notified you cannot participate.
- 5.2 You and YCF agree that:
- (a) this document contains the whole agreement between the Parties, and the terms of the agreement between you can only be varied by a separate written document signed by both You and YCF;
  - (b) in the event of a dispute between you and YCF regarding this agreement, the Parties will first attempt to resolve the matter by private consultation and, if that is unsuccessful, by mediation; and
  - (c) this agreement and its performance will be subject to the laws and jurisdiction of Queensland.

## APPENDIX

### INTERPRETATION AND DEFINITIONS

In this agreement, unless a contrary intention appears from the context:

- (a) words importing the singular include the plural and vice versa; words involving gender include the other gender and words having a particular meaning have corresponding meanings in other parts of speech and grammatical forms;
- (b) reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including but not limited to persons taking by novation) and permitted assigns;
- (c) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (d) the words "includes" and "including" will not be construed as words of limitation; and
- (e) the following words have the definitions specified:

"*Confidential Information*" includes any data or information relating to the business of a Party that would reasonably be considered to be proprietary to that Party including:

- (i) work product resulting from or related to work or projects performed by or to be performed for a Party or for clients of a Party, of any type or form in any stage of actual or anticipated research and development including concepts not reduced to material form, drawings, designs, source and object code, plans and models;
- (ii) processes used in the creation, production and manufacturing of work product, including but not limited to formulas, source and object code, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, know-how and designs;
- (iii) information relating to a Party's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, designs, circuit layouts, copyrights and trade secrets);
- (iv) internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, profit and loss statements, management reports, internal services and operational manuals, and the manner and methods of conducting a Party's business;

- (v) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of a Party which have been or are being discussed; and
- (vi) names of the Client's customers and collaborators and their representatives, contracts and their contents and parties, customer services, data provided by the Client's customers and collaborators, and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients and collaborators of the Client,

but excludes information that:

- (vii) the Recipient Party rightfully had in their possession prior to the disclosure to the Recipient Party by the Disclosing Party, the burden being on the Recipient Party to establish this through documentation;
- (viii) is independently created by the Recipient Party without direct or indirect use of the Confidential Information, the burden being on the Recipient Party to establish this through documentation; or
- (ix) the Recipient Party rightfully obtains from a third party who has the right to transfer or disclose it, the burden being on the Recipient Party to establish this through documentation.

*"Disclosing Party"* means, in a particular context, whichever of the Parties who discloses Confidential Information to the other;

*"the Facilitator"* means the person nominated to facilitate a module and, in the absence of any nomination the Principal of Your Commercial Foundations, Fiona McNee;

*"Intellectual Property"* means any and all intellectual and industrial property rights throughout the world, including (but not limited to) rights in respect of or in connection with:

- (i) any related Confidential Information, know-how or any right to have information kept confidential;
- (ii) copyright (including future copyright and rights in the nature of or analogous to copyright);
- (iii) inventions (including patents);
- (iv) trade marks and service marks; and
- (v) designs, circuit layouts or plant breeders' rights,

whether or not existing at the date of this Agreement and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions;

*"Party"* means YCF or you as the context requires and *"Parties"* means both of them; and

*"Recipient"* means, in a particular context, whichever of the Parties who is in receipt of the Confidential Information as disclosed by the other.