



**PRO LEADERS**  
**ACADEMY**

**TERMS AND CONDITIONS**

Website Use

*Last Updated: January 2019*

## Website use

By using the Pro Leaders' website, you are agreeing to be automatically bound by these terms and conditions, including our privacy policy. We encourage you to carefully read and understand these terms before using the website or enrolling in any of our courses. If you don't agree, your remedy is to stop using our website.

We reserve the right to change, amend or modify our website without notice. We may also update our terms of use from time to time and the new provisions will apply from the date they are updated. As a condition of your use of our website, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms and conditions. You may not use our website in any manner which could damage, disable, overburden, or impair our website or interfere with any other party's use and enjoyment of our website. You agree not to hack into areas of our website that are not intentionally made available to you.

You expressly agree not to:

- engage in any internal or external spamming, or other similar actions;
- engage in any acts which we deem unlawful, immoral, defamatory, misleading or deceptive, or acts which are in violation of these terms and conditions; or
- decompile, reverse engineer, or try to copy or imitate our website or underlying content.

## Links disclaimer

Pro Leaders' website may contain links to other websites ('Linked Sites'). The Linked Sites are not under our control and we are not responsible for the contents of a Linked Site. We are not responsible for any form of transmission received from any Linked Site. Links are provided to you only as a convenience, and the inclusion of any link does not imply our endorsement of the website, or any association with its operators.

## Copyright, Trademarks and other Intellectual Property

We own all the intellectual property rights in the contents of our website, training material, course content, presentations or other materials related to the courses ("Training Materials").

You may not use, copy, display, distribute, modify, translate, reformat, create derivative works, or in any way exploit or allow others to exploit any of the Training Material except where it is necessary to meet learning objectives or complete assessments related to the course.

## Permission

You may access, download, or print material from the website for your personal use only. Sharing without prior permission and commercial use of any sort is expressly prohibited. You agree not to change or delete any copyright or proprietary notice from materials provided to you, downloaded from our website or any site accessible through Pro Leaders' website.

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Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or licence to our intellectual property.

## Security

We make efforts to maintain the security of our website. However, we do not guarantee the security of the website, our records, or your content. We disclaim all liability for any computer virus or technological problems that we do not intentionally cause or that is beyond our control. You are encouraged to install and maintain up-to-date security software on your computer. Continuous accessibility to the website is dependent upon third-party services. As a result, the website may be inaccessible from time to time.

## Applicable law

This agreement is governed by the laws of Queensland, Australia and you consent to the exclusive jurisdiction and venue of courts in that State or the Federal Courts within Australia, in all disputes arising out of or relating to the use of Pro Leaders' website.

Use of Pro Leaders' website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms of use including, without limitation, this paragraph. If you are a resident in a jurisdiction where the use of our website is unauthorised, it is your responsibility to stop using our website.

## Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this agreement or use of Pro Leaders' website.

Our performance of this agreement is subject to existing laws and legal process. Nothing contained in this agreement can be used to inhibit our right to comply with governmental, court and law enforcement requests or requirements relating to your use of our website, or with regard to information provided to or gathered by us with respect to your use.

## Limitation of liability

We will not be liable to you or any other person or entity for any damages whatsoever arising as a result of:

- your use of our website in any way;
- loss or damage to your personal property while undertaking a course; and
- injury to you (financial or otherwise) or any damage caused by another client.

If something happens that is beyond our control, such as a force majeure event, and it is likely to affect the delivery of a session or a course in anyway, we will notify you immediately.



For the purpose of this agreement, force majeure event means an event that is beyond our control and is not limited to fire, earthquake, labour dispute, act of God, death, illness or incapacity affecting us or any local, state, federal, national or international law or governmental order.

## Indemnity

You agree to indemnify and defend us from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) related to:

- your unauthorised use of our website, or products or services included or advertised on our website;
- your participation in any of our courses; and
- your breach of these terms of use.

## Validity

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.

## Course availability disclaimer

We reserve the right to change information or material on the website at any time without notice including, but not limited to, details relating to courses, admissions, fees, products and services.

We reserve the right to vary the courses offered including, without limitation, variations to the course content, discontinuation of the course, change of facilitator, the delivery mode or method of assessment. We may discontinue, vary or make unavailable programs and courses at any time without notice.

## Feedback, comments or complaints

If you have any questions or wish to notify us about anything in relation to these terms of use, please contact us at [feedback@proleaders.com.au](mailto:feedback@proleaders.com.au) and we will usually respond to all enquiries within two business days.

Please provide us with as much information as possible in your query or feedback, including your name, contact details and the nature of the query/feedback.

