



WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

1.1. Welcome to www.tsmtrainingsolutions.com.au (the 'Website'). The Website's training courses (the 'Services').

1.2. TSM Training Solutions Pty Ltd (ABN 69 623594 856) operates this Website and provides access, the use of the Website, or any of its related Products or Services. Please read the terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this indicates that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must conclude usage of the Website, or any of the Services, immediately.

1.3. TSM Training Solutions reserves the right to review and change any of the Terms by updating this page at its discretion. When TSM Training Solutions updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by TSM Training Solutions in the user interface.

3. Registration to use the Services

3.1. To access the Services, you must first register for an account through the Website (the 'Account')

3.2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:

- (a) Email address
- (b) Preferred username
- (c) Mailing address
- (d) Telephone number
- (e) Password
- (f) Drivers Licence



3.3. You warrant that any information you give to TSM Training Solutions in the course of completing the registration process will always be accurate, correct and up to date.

3.4. Once you have completed the registration process, you will be a registered member of the Website ('Member') and agree to be bound by the Terms.

3.5. You may not use the Services and may not accept the Terms if:

- (a) you are not of legal age to form a binding contract with TSM Training Solutions; or
- (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

4. Your Obligations as a Student

4.1. As a Student, you agree to comply with the following:

- (a) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (c) any use of your registration information by any other person, or third parties are strictly prohibited. You agree to notify TSM Training Solutions immediately of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (d) access and use of the Website is limited, non-transferable and allows for the sole purpose of the Website by you for TSM Training Solutions providing the Services;
- (e) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of TSM Training Solutions;
- (f) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means to send unsolicited email or unauthorised framing of or linking to the Website;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by TSM Training Solutions for any illegal or unauthorised use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Services is prohibited.



5. Copyright and Intellectual Property

5.1. The Website, the Services and all of the related products of TSM Training Solutions are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for TSM Training Solutions or its contributors reserve these purposes.

5.2. All trademarks, service marks and trade names are owned, registered and/or licensed by TSM Training Solutions, who grants to you a worldwide, nonexclusive, royalty-free, revocable license while you are a Member to:

TSM Training Solutions does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by TSM Training Solutions.

- (a) use the Website according to the Terms;
- (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
- (c) print pages from the Website for your own personal and non-commercial use.

5.3. TSM Training Solutions retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or concerning the Website will transfer any:

- (a) business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright, or to you.
- (b) a right to use or exploit a business name, trading name, domain name, trademark or industrial design, or
- (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a situation, system or process),

5.4. You may not, without the prior written permission of TSM Training Solutions and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

6. Privacy

6.1. TSM Training Solutions takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to TSM Training Solutions' Privacy Policy, which is available on the Website.



7. General Disclaimer

7.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

7.2. Subject to this clause, and the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
- (b) TSM Training Solutions will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, under statute or otherwise.

7.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of TSM Training Solutions make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of TSM Training Solutions) referred to on the Website. Includes (but is not restricted to) loss or the damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful components, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorised access to records;
- (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including the third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Services or any of the products of TSM Training Solutions; and
- (d) the Services or operation in respect to links which are provided for your convenience.

8. Education Services

8.1. By using our services, you agree that TSM Training Solutions is not to be held liable for any decisions you make based on any of our services or guidance and any consequences, as a result, are your own. Under no circumstances can you hold TSM Training Solutions liable for any actions you take nor can you hold us or any of our employees liable for any loss or costs incurred by you as a result of any guidance, advice, coaching, materials or techniques used or provided by TSM Training Solutions.



8.2. All our information on both the Website and in consultations is intended to assist you and does not in any way, nor is it intended to substitute professional, financial or legal advice. Results are not guaranteed and TSM Training Solutions take no responsibility for your actions, choices or decisions.

9. Limitation of Liability

9.1. TSM Training Solutions total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

9.2. You expressly understand and agree that TSM Training Solutions, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however, caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

10. Dispute Resolution

10.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings concerning the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

10.2. Notice:

A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

10.3. Resolution:

On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

10.4. Confidential:

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for applicable laws of evidence.

10.5. Termination of Mediation:

If 14 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation, and the mediator must do so.

(a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

(b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an



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appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;

(c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their costs associated with the mediation;

(d) The mediation will be held in the state the training course is provided within, Australia.

11. Venue and Jurisdiction

The Services offered by TSM Training Solutions is intended to be viewed by residents of Australia. In the event of any dispute arising out of or about the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

12. Governing Law

The laws of Queensland, Australia govern the Terms. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

13. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

14. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.



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WEBSITE TERMS AND CONDITIONS OF USE Complaints, Enquiries and Updates

This policy is subject to updates from time to time and is available on request. If you have any queries, complaints or feedback about our Website Terms and Conditions of use, please contact us at:

V1: January 2020

TSM Training Solutions Pty Ltd

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(07) 3881 3642

Anthony Bonello

Director

A handwritten signature in black ink, appearing to read 'Anthony Bonello', written over the printed name and title.