

# VUCA website – Terms and Conditions

## INTRODUCTION

1. These terms and conditions (**Terms**) apply to your access to and use of this website (**Website**) including the purchase and use of VUCA Director Learning modules (**Services**).
2. In accessing and using this Website, you acknowledge that these Terms form a legally binding agreement between you (either an individual or an entity on whose behalf you have authority to act) and VUCA Pty Ltd ACN 603 145 508 (referred to as **VUCA, us, we** or **our**).
3. You should read these Terms carefully. If you do not accept these Terms, you must immediately cease accessing and using our Website and/or Services.

## PRIVACY STATEMENT

4. Our Privacy Statement is set out at [www.vuca.com.au/privacy-policy](http://www.vuca.com.au/privacy-policy) and shall apply to you and your use of the Website and the Services.

## ORDERING SERVICES

5. You may order Services through this Website by providing us with your name, organisation, email address, credit card details, the Services you wish to order and any other ordering information specified on this Website.
6. In placing any order for Services, you represent and warrant that:
  - 6.1 you are 18 years of age and have legal capacity to form a legally binding contract; and
  - 6.2 the information you provide to us in respect of each order, whether upon registration or at any other time, will be true, accurate, current and complete.
7. It is your responsibility to comply with all applicable laws in ordering Services on this Website.
8. We may accept or reject any order for Services in our discretion. We may cancel any order if there is an error or omission in the price or description of the Service or payment in respect of the order is unable to be processed.
9. Upon acceptance of your order by us and payment of the applicable Fees, we shall provide to you, the individual named in the order, access through the Website to those Services ordered by you.
10. The Services will be accessible by you for a period of up to 21 days. There shall otherwise be no limit to how often you may access the Services.
11. The Services are provided solely to you personally. You must not permit any other person to access or use the Services.
12. You must not copy or reproduce the Services by any means (including, without limitation, by means of any recording on your personal computer, mobile phone, video camera or other audio-visual recording device) whether for your own use or use by another person.
13. Unless otherwise agreed by us, the Services may not be transferred from you to another person.

14. We reserve the right to vary or withdraw any of the Services without notice.

## FEES

15. You agree to pay the fees for the Services ordered by you as prescribed on the Website or invoiced by us (**Fees**).
16. Unless specified otherwise, all fees prescribed on the Website are inclusive of GST.
17. All payments are made by a secure server, which will encrypt each transaction as a security precaution, and all payments must be made in Australian Dollars only.
18. Payment for the Services must be made in full at the time of ordering the Services by means of Visa or MasterCard credit cards, debit cards displaying a Visa or MasterCard logo, American Express credit or charge cards, Electronic Funds Transfer via an Australian Bank to our nominated account.
19. If you choose to pay by credit, debit or charge card, you authorise us to debit the amount that is payable for an accepted order from your nominated credit, debit or charge card. You must not pay, or attempt to pay, for Services through any fraudulent or unlawful means.

## TERMINATION

20. We may, by written notice to you, terminate these Terms or suspend performance of our obligations under them, including suspending access to the Services immediately and without liability to you for compensation or damages if, in our opinion, your use of the Website or the Services may violate any laws, regulations or ruling, infringes upon another person's rights or otherwise fails to comply with any of the obligations under these Terms.
21. Where we otherwise terminate the Services under these Terms, we shall, to the extent permitted by law, and at our option, provide you a pro rata refund of the Fees for the Services yet received or re-performance of services the same or comparable to the Services purchased.

## INTELLECTUAL PROPERTY

22. Unless otherwise indicated, all intellectual property in the Services, including all copyright and trade marks, are owned by us. Some material in the Services are included in our Services under licence or agreement of third party licensors.
23. Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation which applies in the jurisdiction in which you are located, and except as expressly authorised by these Terms, you may not in any form or by any means:
- 23.1 copy, adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Website or the Services; or
- 23.2 commercialise any information, products, services or materials obtained from any part of the Website, the Services or us,
- without our prior written permission.
24. Trade marks used on the Website and in the Services are our trade marks (registered or unregistered) or trade marks of third parties. If you use any trade marks owned by us, in

reference to us, the Services or the Website, you must include a statement attributing that trade mark to us. You must not use any of our trade marks or trade marks of third parties featured on the Website or the Services:

- 24.1 in, or as the whole or part of, your own trade marks;
- 24.2 in connection with any business, products or services which are not ours (other than as expressly licensed under these Terms);
- 24.3 in a manner which may be confusing, misleading or deceptive to any person, or
- 24.4 in a manner that disparages us, the third party owners of the trade marks, the Website or the Services.

#### **LINKS ON THE WEBSITE OR FROM THE SERVICES**

- 25. The Website or the Services may contain links to other websites (**Linked Websites**). Those links are provided for convenience only and may not remain current or be updated by us.
- 26. We are not responsible for the content or privacy policies or practices of persons or companies associated with Linked Websites. We will not be liable to you, or any other person, for any loss arising in respect of use or access to Linked Websites. When you access any Linked Websites, you do so entirely at your own risk.
- 27. Linked Websites should not be construed as an endorsement, approval or recommendation by us or the owners or operators of those Linked Websites, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites, unless and to the extent expressly stipulated to the contrary.

#### **DISCLAIMERS**

- 28. The content in the Services is of a general nature only and has been prepared without taking account of the objectives, training requirements, financial situation or needs of any particular person or company. Nothing in the content of the Services is, or is intended to be, professional or legal advice.
- 29. The Website and the Services are provided to you strictly on an “as is” and “as available” basis. You must take your own precautions to ensure that the process which you employ for accessing the Website and the Services does not expose you to the risk of viruses, malicious code or other forms of interference emanating from the Website or the Services, which may damage the systems on your device.
- 30. We do not warrant that your access to the Website or the Services will be free from interruptions, errors or viruses. For the avoidance of doubt, we are not liable to you, or any other person, and do not accept responsibility for, any loss suffered as a result of interference with or damage to the systems on your device which arises in connection with your use of the Website or the Services.
- 31. To the fullest extent permitted by law, our liability under any guarantee, condition or warranty (including, without limitation, any guarantee, condition or warranty of merchantability, acceptable quality, fitness for purpose or fitness for disclosed result), or any other right or remedy, under any legislation or implied into these Terms by any legislation (**Statutory Warranties**) is hereby excluded. Where we are liable under any Statutory Warranties, and any legislation avoids or prohibits provisions in a contract excluding or modifying the

application of, or exercise of, or liability under, such Statutory Warranties, our liability for any breach of such Statutory Warranties shall be limited, at our option, to:

- 31.1 if the breach relates to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the cost of replacing the goods or of acquiring equivalent goods; or the cost of having the goods repaired; and
- 31.2 if the breach relates to services: the supplying of the services again or the cost of having the services supplied again.

You acknowledge and agree that reliance by us on this limitation of liability is fair and reasonable in all the circumstances.

#### **LIMITATION OF LIABILITY**

32. To the maximum extent permitted by law, VUCA does not accept liability for, and you hereby release us from any claim, action or demand in respect of, any loss or damage of any kind howsoever caused (including through our negligence) suffered or incurred by you arising out of or in connection with:

- 32.1 your access to or use of this Website or the Services;
- 32.2 any errors or omissions on this Website or the Services;
- 32.3 any errors in or omissions from any Linked Websites;
- 32.4 any decision or action taken by you in reliance on information on this Website, the Services or any Linked Websites.

#### **INFORMATION PROVIDED BY YOU**

- 33. You consent to our collection, disclosure, use and keeping of personal information you provide to us in accordance with the terms of our Privacy Statement, a copy of which is available at [www.vuca.com.au/privacy-policy](http://www.vuca.com.au/privacy-policy).
- 34. No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us.
- 35. Any information which you transmit to us is transmitted at your own risk. Once we receive your transmission, we will take reasonable steps to preserve the security of such information.

#### **GOVERNING LAW**

- 36. These Terms are governed by the laws in force in the State of South Australia, Australia and you agree to submit to the exclusive jurisdiction of the courts of that State in respect of any dispute arising from these Terms

#### **AMENDMENTS TO TERMS**

- 37. We reserve the right to amend these Terms from time to time. Amendments will be effective immediately upon notification to you through your last notified contact details or notification on our Website. Your continued use of the Website and the Services following such notification will represent an agreement by you to be bound by these Terms as amended.