

TRAINING TERMS AND CONDITIONS

Between

Task Technology Pty Ltd (ACN 004 572 614) as Trustee for the **CaseWare ANZ Trust** Trading as **CaseWare Australia & New Zealand** (ABN 98 878 099 363) (referred to as "Us", "Our" or "We")

&

Customers obtaining training from us (referred to as "You" or "Your").

1. AUTHORISED RESELLERS

- 1.1 You understand and accept what our core business is and that we are merely a re-seller of software products exclusively owned by CaseWare International, Lunic Software and others (referred to as "Developers"). Nothing in this agreement shall construe that ownership of the software is transferred to you.
- 1.2 You agree to be bound by the applicable End User Licence Agreement provided by CaseWare International, Lunic Software or others to the maximum extent permitted under Australian law. You acknowledge that the installation of any software onto your computer system cannot commence without you clicking "Yes" to the electronic terms and conditions. You agree that you will read the terms and conditions and will only click "Yes" if the terms are amenable to you.
- 1.3 You acknowledge that as the authorised reseller, we are also bound by the End User Licence Agreement we give to you. The Developers are separate entities to us and we are merely their representatives in Australia, New Zealand and Papua New Guinea. The Developer owns the software you are about to install. Entering into this agreement constitutes a "supply of limited title" as per Section 51(2) of the Australian Consumer Law.
- 1.4 This agreement is not exclusive to you, the Developer reserves the unrestricted right to sell, licence, market, distribute or grant the right to others to do so anywhere in the world.
- 1.5 All templates, content, licences, services, information and software (goods and services) provided by us, Task Technology Pty Ltd (ACN 004 572 614) in its own capacity and as trustee for the CaseWare ANZ Trust Trading as CaseWare Australia & New Zealand (ABN 98 878 099 363) of 502a Albert Street, East Melbourne VIC 3002 or its employees/agents ("us" "our" or "we"), may only be used in accordance with the following Terms of Trade.

2. INTELLECTUAL PROPERTY

- 2.1 Unless otherwise stated, intellectual property in all information, data, software, text, graphics, images, logos trade-marks, sound recordings and software is owned by the Developer and all rights are reserved by the Developer.
- 2.2 Whilst you are entitled to possession of the electronic file that contains a copy of the software, we are only able to transfer such title in the file, as we are entitled to under the End User Agreement, therefore characterising this agreement between all of the parties as a "supply of limited title".
- 2.3 Whilst you are entitled to undisturbed possession and usage of the software and/or services under the supply of limited title for the term of this agreement, you are not authorised to sell, distribute, rent, lend, reproduce, copy, modify, reverse engineer, alter or store any part of the data on any unsecured database or cloud, without the Developer's express written permission.
- 2.4 All other books, information, data such as training manuals etc, become your property once you have paid for them in full, however, you are not authorised to sell, distribute, rent, lend, reproduce, copy, modify, reverse engineer, alter or store any part of these items on any unsecured database or cloud, without the Developer's or our express written permission.

3. REGISTRATION AND PAYMENT

- 3.1 You must submit your registration forms with payment at least 14 days prior to the commencement date. Applications for registration sent without payment are not accepted and we cannot confirm a seat reservation until payment is made, unless otherwise agreed. Notwithstanding payment, we reserve the right to refuse training to any person prior to the commencement of training, however, if such refusal is executed, payment will be refunded.
- 3.2 Payment for training must be made upfront, unless otherwise agreed by us in writing. There is a non-refundable registration fee of \$50.00 per booking for the process of the enrolment application.
- 3.3 As soon as a registration is accepted, we may commence arrangements for the facilitators travel and accommodation and may incur other out of pocket expenses. You are liable for any costs incurred by us due to cancellation or rescheduling of the course by you. If cancelled, we will issue you an invoice which is payable immediately upon receipt. If rescheduled, the additional costs will be added to the invoice for out of pockets to be raised upon completion of the training course.
- 3.4 Payment by credit card may be by offered by you and, if accepted by us, we shall be entitled to add a credit card surcharge, currently 2% but subject to change, to the total due and process this in full to your credit card.

4. CANCELLATIONS AND TRANSFERS

- 4.1 All withdrawals must be in writing. If a withdrawal is made 4 weeks or more prior to the start of a course, all course fees will be refunded, except for the booking fee which is non-refundable as well as any other out of pocket expenses we may have incurred. If withdrawal is less than 4 weeks prior to the start of the course, 50% of the course fees will be refunded, save for the non-refundable deposit and any out of pocket expenses we may incur. If you withdraw after the start of the course, there is no refund.
- 4.2 You cannot transfer your course or fees paid, unless we agree in writing. We agree to accept requests for special considerations on grounds of hardship, provided the requests are accompanied by the appropriate evidence.

5. TYPES OF TRAINING

- 5.1 Our training consists of at least three different formats. These are:
- (a) Online seminars or "Webinars". Webinars are conducted at a pre-determined date and time using a 3rd party online webinar service. The cost of each session is a one-off set fee per webinar. There is no limit to the number of people who can view the webinar per connection. The webinars usually run for approximately two to three hours
 - (b) Private training courses. Our trainers attend your workplace (or a training venue which you arranged at your expense) and they conduct a one to two day course. The cost of such a course is a set fee plus out of pocket expenses for travel, accommodation and workbooks/stationery. There is a maximum limit of 10 people who can attend; and you must provide us with a set number of attendees at registration so that we may ensure they all have access to printed materials/workbooks if so required.
 - (c) Public training courses. Our trainers organise a conference venue and conduct training for up to ten (10) individuals by invitation only. The cost of such training is a set fee per participant. This type of course may also be delivered online as a one or two day course
 - (d) Private or Public training courses delivered online. Our trainers provide the same course(s), under the same terms as those in clauses 5.1(b) and 5.1(c), using a 3rd party online meeting service.
- 5.2 All clauses relating to intellectual property, copyright, privacy etc, as outlined in this agreement, apply notwithstanding the format of the training. For the sake of clarity, both onsite training and online training/webinars cannot be recorded without our express written permission.

6. FACILITIES

- 6.1 In respect of onsite training courses, you are responsible for ensuring your workplace (or nominated training space) is suitable for training, including but not limited to the provision of:
- (a) Up to date equipment in good working order;
 - (b) Table and seating facilities;
 - (c) Toilet facilities; and
 - (d) Lunch area/Tea coffee.
- 6.2 In respect to offsite training courses, we are responsible for ensuring the venue is suitable for training as outlined in clause 6.1.

7. TRAINERS

- 7.1 We will provide a qualified instructor to conduct the course as well as all necessary training materials on the scheduled date. Each participant will be provided with a course manual, where applicable.

8. ERRORS AND OMISSIONS

- 8.1 We make every effort to ensure the information either contained or derived from this training is error free. We do not warrant the accuracy, completeness, correctness or adequacy of the information in the training other than as required by law. All content is specifically provided for information purposes only and is not deemed as advice. We recommend you obtain appropriate professional advice before using any information contained or provided by this training.

9. NO RECOGNITION OF PRIOR LEARNING

- 9.1 You may already have experience in some or all of the topics covered in your course. You can apply for recognition of this learning; however we are under no obligation to recognize such learning and grant consideration.

10. COURSE CONTENT

- 10.1 All courses are conducted in substantial conformity with course descriptions however, we reserve the right to modify course content whenever necessary.

11. GRIEVANCE PROCEDURES

- 11.1 If you are not satisfied with any aspect of the service offered by us, you are invited in the first instance to contact our Chief Executive Officer, who will forward you a complaints form. Once your complaint has been assessed and if it is deemed a bona fide complaint by us, without any acceptance of liability, will offer you retraining at no further expense to you.

12. ASSESSMENT POLICY

- 12.1 We do not implement assessment task(s) in our training. Attendees will be given a certificate of participation which sets out the hours of training completed by each student.

13. CLIENT DATA

- 13.1 We do not own any data or information that you may submit in the course of training. You, not us, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all data submitted.
- 13.2 In the event this Agreement is terminated (other than by reason of your breach), we will continue to allow you access to your data for up to 30 days after termination. We reserve the right to withhold, remove and/or discard your data without notice for any breach, including, without limitation, your non-payment.

14. PHOTOGRAPHY & FILMING CONSENT OF ADULTS OVER 18 YEARS OF AGE

- 14.1 You agree that we may take photographs and film footage of you at the training, and may use the photographs and/or film footage for promotional and/or commercial purposes, including for use on our website, Facebook or Twitter. You agree that filmed material may be reproduced for those purposes, as film, audio or written quotation.
- 14.2 The photographs and footage will be used by us only and will not be released to any external parties. You accept the risk, that photographs and/or film footage of you may be lifted off the our website, or taken from a brochure or other publication, and reproduced on Facebook or other web sites or elsewhere, or otherwise communicated or made available to the public or sections of the public.

15. CLASSROOM & TRAINING MANAGEMENT

- 15.1 You are required to conduct yourself in a professional and courteous manner at all times during training. We reserve the right to cancel your training should you engage in anti-social behaviour, bullying or any act or omission that is disruptive to the learning of other students.

16. DISCLAIMER OF LIABILITY

- 16.1 To the fullest extent permitted by law;
- (a) Our liability is limited to the supply of those training services again or the payment of the cost of having those services resupplied.
 - (b) You assume all responsibility and entire risk as to the suitability of the training results obtained from use of the products and services, and any decisions made or actions taken based on the information contained in or generated by the products and services.
- 16.2 You understand and agree that results obtained from use of and support received concerning the training:
- (a) will not under any circumstances be considered tax, legal or accounting advice and it would be advisable for you to obtain such advice from your lawyer, accountant or tax or other business advisor;
 - (b) do not relieve you of your responsibility to any third party for the preparation, content, accuracy and review of, or the appropriate tax treatment of, items reflected on its tax returns or financial statements;
 - (c) do not necessarily abide by the terms and regulations set out by the Australian Accounting Standard Board, the Auditing and Assurance Standards Board and/or any other financial or legal regulatory board in relation to examination of records or financial accounts, the conduct of external and internal audits, business analysis, asset management including but not limited to the various methods of corporate and international reporting
 - (d) are only intended to supplement the knowledge of accounting, tax and other business professionals regarding tax planning, compliance and related business matters; and
 - (e) are not meant to replace sound professional judgment or individualised attention of such professionals or client circumstances.
- 16.3 To the maximum extent permitted by law, we shall not be liable for:
- (a) third party claims against us or you;
 - (b) damages to the extent they arise because you failed to perform your responsibilities under this agreement or you contributed or acted as an intervening cause including but not limited to your failure to comply with the directions given by us from time to time;
 - (c) any damage, injury or loss in or failure or defect of performance of our obligations under this Agreement, caused by or resulting from any act, event, occurrence, or cause beyond our reasonable control, including without limitation, failure of telecommunications or Internet services, war, vandalism, sabotage, terrorism, accidents, epidemics, quarantines, fires, explosions, earthquakes, floods, strikes, labour disputes, shortages or delays in obtaining suitable material, labour or transportation, interruption of utility services, acts of any government unit or agency thereof, or acts of the other party, or any similar cause.
- 16.4 The Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law) provides for certain guarantees. These guarantees provide the clients with rights that cannot be excluded. Nothing in this Agreement excludes, restricts or modifies such non excludable rights and the terms of this agreement are to be read subject to the provisions of the Competition and Consumer Act 2010.

17. WARRANTIES

- 17.1 Our services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to be retrained if the training we offered failed to be of acceptable quality and the failure does not amount to a major failure.
- 17.2 The warranty period is 30 days from the completion date of training. To claim the warranty you must do the following within the warranty period:
- (a) Email us stating that you wish to exercise the warranty and set out the reasons you rely upon to claim a warranty. Emails should be addressed to The Manager at sales@caseware.com.au or you can write to us at CaseWare Australia & New Zealand 502A Albert Street East Melbourne VIC 3002.
 - (b) Return the course materials to us with the letter/email outlining the reasons you rely upon to claim a warranty (stating that the law entitles you to a warranty is not sufficient. You must set out the factual scenario you say forms the basis for your right to the warranty under law. I.e. the training provided had a major failure because of x,y,z) via registered mail with purchase verified to our address at 502A Albert Street, East Melbourne, Victoria 3002.
- 17.3 If you make a warranty claim, you will be responsible for all expenses associated with the warranty claim including the cost of returning any defective goods to us, unless otherwise required by law.

18. DISPUTE RESOLUTION AND JURISDICTION

- 18.1 If a dispute arises out of or relates to this agreement, or the breach, termination, validity or subject matter thereof, or as to any related claim in restitution or at law, in equity or pursuant to any statute, the parties to the agreement and the dispute expressly agree to endeavour to settle the dispute by mediation administered by a mediator agreed to by the parties and if no agreement, a mediator nominated by President of the Victorian Bar Association, before having recourse to litigation.
- 18.2 These terms will be construed according to the law of Victoria and the parties agree to submit to the jurisdiction of the courts/tribunals exercising jurisdiction in that State.
- 18.3 Clause 18.1 shall survive termination of this agreement.

19. PRIVACY

- 19.1 Use of any personal data that you provide to us is governed by our privacy policy that is found on our website.

20. SEVERABILITY

- 20.1 Any clause or part of any clause of these terms of trade that is illegal or unenforceable shall be read down to the extent necessary to give legal effect, or shall be severed from this agreement if it cannot be read down, and the remaining clauses of this agreement remain in full force and effect.

21. CONFIDENTIALITY

- 21.1 Neither party may, without the prior approval of the other party (which approval is to be within the other party's sole discretion) make a record of or make public or disclose to any person any information about this agreement, the other party's confidential information or the other party's operations.
- 21.2 We acknowledge and agree that we may disclose confidential information relating to you only to those of our employees, contractors and agents ("Representatives") who have a need to know, are aware that the confidential information must be kept confidential and have agreed in writing to comply with the terms of this clause. We agree that a failure by our representatives to comply with this clause will be deemed to be a breach of this agreement by us.
- 21.3 Each party must ensure that its Representatives engaged by it for the purposes of this agreement, do not make public or disclose information referred to in clause 13.1.
- 21.4 Either party may at any time require the other party to give, and arrange for its Representatives engaged in the performance of the agreement to give, written undertakings in a form acceptable to that party relating to the non-disclosure of that party's confidential information and the other party must arrange for all such undertakings to be given promptly.
- 21.5 The obligations of the parties under this clause are not to be taken to have been breached where the information referred to in this clause:
- (a) is or becomes public knowledge other than by breach of the obligations under this clause;
 - (b) is lawfully in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
 - (c) is legally required to be disclosed; or
 - (d) has been independently developed or acquired by the receiving party (other than as a result of a breach of this agreement, any other agreement or any duty of confidentiality between the parties).

22. NO PUBLICITY

- 22.1 Both parties agree that they will not, nor will their Representatives, without your prior written consent in each instance:
- (a) use in advertising, publicity or otherwise the name, or the name of any of related bodies corporate or of any of any trade name, trade mark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by either party; or
 - (b) represent directly or indirectly, that any product or any service provided by us has been approved or endorsed by the you.

23. NO BRIBERY

Both parties warrant and undertake that:

- 23.1 They will, and will take reasonable steps to procure that their Representatives will, comply with all applicable anti-bribery and corruption laws and regulations;
- 23.2 they:
- (a) have not taken;
 - (b) are not aware that any of their Representatives have taken;
 - (c) will not take; and
 - (d) will take reasonable steps to procure that their Representatives do not take any action in furtherance of an offer, payment, promise to pay, or authorisation of the payment or giving of anything of value (an Advantage) to any person in the knowledge that all or any part of the relevant Advantage will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage; and
- 23.3 they will notify the other party as soon as reasonably practicable after becoming aware of any breach of the warranties or undertakings in clause 23.

24. INSURANCE

- 24.1 We will effect and maintain adequate insurance with a reputable insurer, to cover our obligations under this agreement including:
- (a) statutory workers' compensation insurance as required by law;
 - (b) public liability insurance;
 - (c) professional liability insurance; and
 - (d) property insurance for the full replacement value of the property, covering the Us for loss of or damage to property used directly or indirectly in relation to the Agreement.

CWA&NZ Training Terms and Conditions 1st June 2013