

TERMS OF SERVICE FOR OUR ONLINE PROGRAMS AND DIGITAL PRODUCTS

Hello and welcome to Agencia Change! We're so happy to have you join us for our Program or purchase our Digital Products. These are our Terms of Service ("Terms") which apply to all clients of Agencia Change [ABN 20669308196] ("we, us, our"). By using our Website and Services, you're agreeing to these Terms together with any other terms and conditions and policies we publish or link to (together an "Agreement"). If you do not agree, unfortunately you cannot join our Program or make any purchases.

DIGITAL PRODUCTS WE PROVIDE

We offer various digital products such as templates and tools to manage and control change programs and communications campaigns.

ONLINE PROGRAMS WE WILL PROVIDE

We also offer various programs in change management and communications. We provide various Materials to help you during the Online Program. We also have group sessions.

BEFORE PURCHASE

Things you need to know before purchasing Online Programs or Digital Products on our Website

Before you buy anything from our website, there are a few things you should know:

- you need to be over 18 years or have parental consent;
- please give us complete and accurate information, and let us know if anything changes;
- you need to use any special offers or gift codes or discounts at the time of purchase; they can't be applied after the fact; and
- you need to have adequate technology set up and internet access to participate in the Online Program.

There are also some things that you promise us because some sessions can be emotionally and personally challenging; there may be strong language used, and discussions can be confronting.

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- you are in good mental health;
- You are not being treated for any injuries or conditions, or if you are, you have a letter of consent from the relevant practitioner to participate; and
- you will notify us immediately if your health status changes in any way.

Things you should know about information in our Program and Digital Products

- The Digital Products and Materials we provide are designed to be general in nature, to provide a strong foundation for all. However, everybody's situation and goals are unique so we cannot guarantee that your desired outcome will be met. If you require more personalised advice and support, you can use our Grow Mentor (support to deal with, and see the opportunities in change) or Grow Coach (support to grow skills or deal with specific situations) programs;
- the Digital Products and Materials we provide are not a substitute for independent professional business, financial or legal advice and any reliance on this information is at your sole risk. For example, sometimes the Digital Products and Materials could be classed as financial "advice". You must consider whether or not the information is appropriate to your needs. We strongly recommend that you obtain independent professional advice before making any decisions or taking steps towards reliance on our information.
- The Digital Products and Materials we provide are not a substitute for independent professional health or medical advice. Participation in any Online Program is voluntary and is always at your sole risk. You are responsible at all times for your safety and wellbeing. We are not an emergency service, and are not your doctor, counsellor, psychologist, psychiatrist, or other health professional. You must always seek proper advice from a professional

regarding any diagnosis, assessment or treatment. We are not liable for any Loss or Damage suffered in connection with your participation in any Online Program or reliance on any health or medical "advice".

Acknowledgements you make when purchasing our Online Program and Digital Products

Whilst we aim to do our best, please be aware that there could be:

- occasional errors or omissions in Online Program and Digital Product descriptions, prices, availability and promotions;
- some Online Programs with limited places, and some that are limited to certain regions or groups of people; and
- technical problems downloading Digital Products, Materials and using online software.

Except as required by law, we cannot guarantee the accuracy of the information, or the availability of the Online Programs. We also cannot guarantee the results of the Online Program as they are dependent on your learning, actions and implementation.

During our Online Programs we may make recommendations of suppliers for various products or services. Whilst we aim to make good recommendations, if you purchase from the supplier that is a contract between you and the supplier, and we are not involved. Therefore, you must direct any product or service concerns, requests for refunds or other feedback to the supplier.

Payments

You must make full payment as required by us prior to commencement of the Online Program as your place cannot be reserved or confirmed until payment is received. You must also make full payment for any purchased Digital Products before they can be downloaded.

You also agree to pay any applicable currency conversion fees, or financial service provider fees where relevant.

GIFT CARDS FOR SALE

We offer gift e-cards for sale that can be used towards the purchase of our Online Programs and Digital Products ("Services"). The gift e-cards are prepaid cards that can be redeemed by the recipient for the value specified on the card. The gift e-cards are non-transferable and can only be used by the recipient for the purchase of our Services. The value of the gift card cannot be exchanged for cash or any other form of credit. The gift e-cards may have an expiration date, after the expiration date, the gift card will no longer be valid for use.

We are not responsible for any lost or stolen gift e-cards. It is the recipient's responsibility to keep the gift e-card safe and secure. It will not be replaced or refunded.

The gift e-cards cannot be used in conjunction with any other promotional offers, discounts, or coupons, unless otherwise specified. The gift e-cards cannot be used to purchase additional gift cards.

Gift e-cards (Prepaid e-cards) are non-refundable and non-returnable. Once a gift e-card is purchased, it cannot be cancelled or refunded.

AFTER PURCHASE

Things you need to know after purchasing a Program or Digital Product

After purchasing on our website, there are a few more things you should know:

- please maintain the confidentiality of your login and password for your account;
- please contact us by email at if you have any difficulty downloading any Digital Products or Materials, or if you have issues with the Online Program or Digital Product and want to request a refund;
- please ask our prior written consent before any publication of information about us; and
- if there is a dispute, please keep all communications confidential.

You also must not allow any other people to use the Digital Products, Materials or your account, or to copy, duplicate, sell, re-sell or exploit the Digital Products or Materials in any way.

We have group sessions as part of our Online Programs where you can be part of our community but please follow our rules

We love it when our participants engage with us and each other during the Online Program. However, we do have some rules that we ask everyone to follow.

Firstly, we ask that you be respectful to your fellow participants. We want to maintain a positive and supportive learning environment for everyone, so please refrain from any disruptive or disrespectful behaviour.

If you do become disruptive or disrespectful, we may need to exclude you from the group sessions or events to ensure that everyone else can continue learning and engaging in a safe and respectful environment.

Also, please don't directly contact other participants without their consent. Any interactions with other participants are solely at your own risk. We want everyone to feel comfortable and safe during the program, so please be mindful of others' boundaries and privacy.

Acknowledgements you make in relation to privacy and confidentiality

We understand that during the group sessions, you and others may share personal or sensitive information. We want to ensure that everyone feels safe and supported, so we ask that you keep all information shared during the sessions confidential and not share it outside the group.

We also kindly ask that you do not record any group sessions, as this could compromise the confidentiality and privacy of all participants.

Rest assured, we take your privacy seriously and we will not disclose any Confidential Information unless we are required to by law. You can find more information about how we handle personal information in our Privacy Policy.

We want to remind you that while we encourage confidential communication, we cannot guarantee that the delivery of our Online Program, Digital Products and any Materials will be completely secure.

We are committed to making every effort to maintain your privacy and confidentiality while accessing online technology, but there is always some degree of risk involved.

Posting rules

We want our community to be a welcoming and respectful place for all participants. To ensure this, we kindly ask that you do not post any content that could be deemed inappropriate or offensive, such as anything that is threatening or abusive.

Additionally, we ask that you refrain from posting any content that is immoral, illegal, or that breaches the rights of any third party, including their intellectual property or privacy rights. Please also avoid posting content that impersonates others or misleads us or other participants.

Please keep in mind that you are responsible for the accuracy, completeness, and timeliness of all your posts. While we are not responsible for any of your posts or those of other participants, we reserve the right to edit or remove any content that violates our rules or is deemed objectionable.

By posting in our community, you grant us permission to use your posts for any purpose, and you waive any Moral Rights in those posts. We value your contributions to our community and appreciate your cooperation in maintaining a safe and respectful environment.

Acknowledgement you make in relation to emergencies and crisis situations

You acknowledge and agree that we are not paramedics or emergency doctors, crisis counsellors, and are not readily available for these situations. If you are experiencing a crisis, you must contact an emergency service.

In some circumstances we may need to suspend or even terminate a session where a participant is experiencing a crisis, or where you report - or appear to us to be -experiencing a crisis during the duration of a facilitated Online Program. Where we see any risk to a participant's safety, we will immediately terminate the session. In this event, we will reschedule the groups session to another reasonable time. In the event that you experience a crisis during the duration of the Online Program or during a session, we will refer you to appropriate service and you agree to seek assistance immediately.

Acknowledgement you make in relation to online sessions

We may record the online sessions that you take part in, like with audio, video or photographs, to use for our marketing or information purposes. By participating in these events, you agree to let us have the Copyright in all the recordings where you might appear, whether it's a full or partial shot, or if your image is changed or added to. You won't have a say in how the recordings are used, or get to approve of them, so if you don't agree, you will need to let us know prior to any online events.

Your commitment to the Online Program

To get the most benefit out of our Online Program, and to obtain a virtual certificate and profile badge you should participate fully and attend to all recommended actions.

You acknowledge and agree that you are solely responsible for your own success and outcomes during the Online Program.

Things we'd love you to do after purchasing a Program or Digital Product

We love hearing from you with feedback about your experience. If you have any photos, videos, testimonials and/or case studies we'd be thrilled if you would share them with us! We may even use them for marketing and information purposes, publications, exhibitions and professional awards across print or digital mediums, including our social media channels.

However, please note that by providing us with photos, videos, testimonials and/or case studies you assign copyright ownership to us. This includes all copyright and any other rights under the *Copyright Act 1968* and the right of reproduction either wholly or in part. If you provide content but subsequently want to revoke permission to use it, it is your responsibility to notify us immediately at info@agenciachange.com.

OTHER MATTERS YOU SHOULD BE AWARE OF

We may change information on our website

Except as required by law, we may change Online Program and Digital Product information, promotions, prices and availability and any other information on our website. We may archive an Online Program after it has been completed and/or expired. This would remove online access to the Program's completed content. Should you wish to revise the content of a Program that we've archived, email us at info@agenciachange.com

We comply with the Australian Consumer Law

Our Online Program and Digital Products comes with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel this Agreement with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

Except as required by law we do not warrant the quality of the Online Programs or Digital Products or warrant that they will meet your expectations or provide refunds. We do not provide refunds for

changes of mind, where you fail to provide us with adequate information, where you can no longer partake in part or all of an Online Program, or where you fail to comply with our instructions.

If we need to cancel part of a Program, we will provide a refund

On occasion we may cancel an Online Program where we are no longer able to provide it. In these or similar circumstances where we have to cancel the whole Program, we will provide you with a full refund. On occasion we may also need to change times or dates of sessions at short notice or even cancel parts of an Online Program. We will notify you as soon as possible of any changes.

We can refuse your participation in our Online Programs at any time

We may change, or stop providing our Online Programs, Digital Products, Website and Services at any time. We may also stop you using our Website and Services and disable your ability to purchase of our Online Programs or Digital Products, and any account and revoke your permission to use any Materials if you breach this Agreement. We are not responsible to you for any changes, or if we suspend or stop our Online Programs.

INTELLECTUAL PROPERTY

We own or have permission to use all the Intellectual Property Rights in our Materials. However, we're happy to give you permission to use our Materials for your personal use during the Program only. You can't use our Materials for any commercial purposes without our prior written consent. If you want to use our Materials for anything other than personal use, you'll need to get in touch with us at info@agenciachange.com. We may ask you to pay a fee for these, and we'll need you to acknowledge our moral rights under the *Copyright Act 1968*.

RELIANCE ON ADVICE DISCLAIMER

Sometimes the information in our Materials may not be 100% accurate. We always try to make sure that the information is correct, but sometimes there may be mistakes or differences of opinion. The advice may also be based on historical information or laws that have since changed. Because of this, we can't guarantee that the advice we give is completely accurate or up to date. However, we promise to exercise due care in giving you the most accurate and useful information we can.

LIABILITY AND INDEMNITY

To the maximum extent permitted by law, we are not liable for any Loss or Damage arising from your use of our Website and Services or any Online Programs purchased using the service, including, but not limited to, any errors or omissions, price changes or discontinued Online Programs, your reliance on any of our information, any visitor posts and content, any links to third party websites, any interruptions, any changes, suspension or termination of our Website and Services, our recording of any events, and changes to dates and times of Online Programs.

To the extent which we are entitled to do so, our liability under the Australian Consumer Law will be limited, at our option to: -

- the replacement of the Online Program or the supply of equivalent services; or
- the payment of acquiring an equivalent Online Program.

In any case, our liability to you will not exceed the amount actually paid by you to us for the most recent Online Program you have paid for.

You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with your breach of this Agreement, including, but not limited to where you provide incorrect information, any breach of the group session and posting rules, and any breach of our Intellectual Property Rights.

FORCE MAJEURE

Where there is a Force Majeure Event, we will not be considered in breach of this Agreement, to the extent to which our obligations are unable to be performed by such an event. We will not incur any liability to you for any Loss or Damage of any nature incurred or suffered in connection with any Force Majeure Event.

IF THERE IS A DISPUTE

In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

OTHER

This Agreement is to be construed in accordance with the laws of NSW, Australia, and you and we submit to the jurisdiction of the courts of NSW, Australia. This is the entire agreement between you and us, and supersedes any prior agreements, proposals and communications whether oral or written, between you and us. In the event of an inconsistency between the terms in this document, and other terms and conditions on our website, these terms prevail. No other term is to be included in this Agreement except where it is required to be included by law. The failure by us to exercise any right or enforce any provision in this Agreement does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this Agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in these Agreement survive termination of this Agreement.

DEFINITIONS

"Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010*.

"Agreement" means these terms, and the general website terms and conditions and all other terms and conditions and policies published or linked to on our website.

"Claim" means any claim, under statute, tort, contract or negligence, any demand, award or costs.

"Force Majeure Event" means any event beyond our control which prevents us from complying with our obligations under this Agreement, including but not limited to, a pandemic, act of God, such as fires, earthquakes, floods, war or hostilities, riots, strikes, disorder or acts or threats of terrorism, or electrical failures, changes to regulations, weather events, travel limitations, venue closures.

"Intellectual Property Rights" means all copyright, trademarks, design rights, patents, trade secrets and confidential information whether registered or unregistered.

"Loss or Damage" means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of data, loss of enjoyment, virus to systems, personal injury, death, property damage and legal costs.

"Materials" means any of our Materials and any and all online program and course materials, and anything provided to you during the course.

"Moral Rights" means any moral rights as defined under the *Copyright Act 1968*.

"Online Program" means our programs, Government Pathway, How to Create a Change Plan. Beating the Beat Up, Working with AI for Communicators any future programs and all related Materials.

"We, us, or" our means Agencia Change Pty Ltd [ABN 20669308196] and includes any of our directors, officers, employees, agents, partners, contractors.

"Website and Services" means agenciachange.com, and everything available on this website including, but not limited to, all Online Programs.