

8PILLARS PTY LTD TRAINING CLIENT TERMS AND CONDITIONS

1. About 8Pillars Training Courses

Welcome to 8PILLARS PTY LTD (the “Provider”). 8Pillars works with you as the individual for all your education and learning needs. 8Pillars is focused on delivering the highest quality internationally accredited certifications and learning products that meet the needs of your education for the digital future. We can even tailor a course to suit your organisation or groups needs. As specialists in the Digital Transformation Revolution our training courses align to our services: Business and Information Technology Consultancy; Strategy and Roadmap Development; Information Security and Cyber Security; Privacy and Data Consultancy; Portfolio/Program/Project Management; Procurement, Sourcing and Acquisition Advice; Change Management.

When registering or booking a course please ensure to include all your contact details. We will provide an email acknowledgement of your booking.

If you have any questions please do not hesitate to call 1300 880 322 or email education@8pillars.com.au.

2. Application of these terms

- 2.1. Only these booking terms and conditions will form part of the agreement between the parties and will apply to any booking placed for goods received or attendance at any course that is facilitated by the Provider, regardless of the process leading to a booking or the mechanism of payment used in respect of such goods or services. Acceptance of any purchase order will not constitute acceptance of any terms or conditions which may be attached to, or incorporated in, a purchase order.

3. Supply of goods, services and software

- 3.1. 8PILLARS PTY LTD (ABN 88 616 080 043) agrees to supply goods, software (“Products”) and/or services (“Services”) to a purchaser, attendee, student or course recipient (“Client”, “You” or “Your”) on these standard terms and conditions (“Terms”).
- 3.2. The details of all training events, programs, tools, publications and other products are confirmed and correct at the time of publication but are subject to change

without notice. The Provider reserves the right to amend any details, courseware or content at any time. The Provider assumes no responsibility for non-refundable airline tickets or other expenses incurred due to course cancellations. If a course is cancelled by The Provider, the paid seat for the course is transferrable.

4. Purchase orders (for Company Clients)

- 4.1. Any amendments to these Terms for the supply of Products or Services must be approved by the Provider in writing to be effective. Only these Terms (specifically excluding other terms and conditions which may be attached to, or incorporated in, a purchase order) form part of the agreement between the parties. Acceptance of a purchase order will not constitute acceptance of any such terms or conditions.

5. Taxes and GST

- 5.1. Although the quoted price is in Australian Dollars, and may exclude GST, the total amount payable to the Provider includes taxes, duties and government charges imposed or levied in Australia in connection with the supply of the Products and Services. The client must pay any GST payable in connection with the supply and the Provider will issue a valid tax invoice where GST is to be recovered.

6. Bookings

- 6.1. Bookings are made on a “first-come, first-served” basis. If the course or event is already fully booked, applicants will be placed on a waiting list.
- 6.2. Predefined combinations of courses (course “Packages”), unless otherwise agreed by the provider, are non-refundable and must be used within 12 months from the date of purchase or otherwise agreed timeframe, any unused balance will expire.
- 6.3. Pre-payment for future training without booking on a scheduled course(s) will be deemed a “Training Credit” which is valid for 12 months from date of purchase. Training Credits must be used, at your written request, within 12 months from the date of purchase or they will expire and no refund will be provided.

7. Fee Structure

- 7.1. All fees are stated on the website or as agreed in a Purchase Order supplied by the Provider. All fees are exclusive of GST, thus the total cost is the fee + GST at 10%. The fee stated covers the time required to deliver the stated product (training course and/or exam). Any additional tasks required will be charged at an agreed fee prior to commencement.

8. Payment of Fees

- 8.1. For public and in-house training, Bookings will only be secured upon receipt of full payment or where a Company Purchase Order is supplied. Payment is due at time of course booking, or within 10 days of the invoice date.
- 8.2. Where payment is not received by the course start date then we have the right to refuse the delegate(s) entry to the course. In these circumstances, the invoice in question will remain payable in full.
- 8.3. Payment can be made by PayPal or direct funds transfer (please allow time for clearance 14 days prior to course commencement). Note that the course is not confirmed until payment is received. For further information please call 1300 880 322 or email education@8pillars.com.au.
- 8.4. Confirmation of booking will be sent once payment has been confirmed by the Provider.
- 8.5. Payment is due at time of booking, unless a credit account is agreed. Any discount which the Provider may have granted to Client is forfeited by Client if payment is not made to the Provider by the due date. Payment of undisputed amounts must not be withheld pending the settlement of any claims or disputes.
- 8.6. If a purchase order is provided. The purchase order represents a legal offer to confirm the booking and buy the products or services.
- 8.7. 8Pillars reserves the right to change prices from time to time due to market conditions.

9. Payment Surcharges

- 9.1. All payments made by PayPal are subject to a 2.6% surcharge. This is unfortunately is due to the additional Merchant fees the Provider is charged for processing payments.

10. Confidentiality

- 10.1. Each party will keep confidential and not disclose or make public the Confidential Information of the other party without the prior written consent of the other party.

11. Quotation Validity

- 11.1. Proposals are valid for a period of 30 (thirty) days from the date issued, subject to the course commencement date. All Proposals will expire 14 days prior to the course commencement date.

12. Attendance, Cancellations and Refunds

- 12.1. Cancellations, refunds, transfers and alternate date changes are not available on special offers and discounted courses.
- 12.2. Non-attendance is deemed as cancellation without notice and payment in full is due.
- 12.3. All orders placed through the company website are non-cancellable and non-refundable.
- 12.4. The Provider reserves the right to cancel or reschedule any course. We will endeavour to avoid changes of this nature, if however a change is necessary we will advise the customer as soon as the change is known and we will work with you to reschedule a suitable date or agree an amicable outcome.
- 12.5. Attendance (Classroom)
- a) All classroom courses will be run between business hours unless specified or agreed otherwise.
 - b) If You are late for your course, the Provider reserves the right to decline your admission to the course.
 - c) If You do not pass the exam, You will need to pay to re-sit the exam as per the advertised fees.
 - d) You are required to provide proof of identity for exams and certifications.
 - e) All course prerequisites, as specified by the provider in the course outlines, must be met prior to attendance.
 - f) If You fail to attend the course, 100% of course fees are payable and non-refundable.

- g) If You are unable to attend due to an unexpected event, illness, or personal reasons, You must contact the Provider in writing within a reasonable timeframe, explaining the reasons and provide suitable evidence. The Provider will assess such applications on a case-by-case basis, to work with You, to find an amicable resolution.

12.6. Attendance (Online)

- a) All courses will be available via the Learning Management System to You, 24/7 excluding outages. The Provider will notify You of any scheduled outages.
- b) You are required to complete your course within the allocated timeframe, there are no exceptions for Digital Marketing Institute courses.
- c) You are required to register for your exam as instructed, within the allocated timeframe to complete the course.
- d) If You do not pass the exam, You will need to pay to re-sit the exam as per the advertised fees.
- e) You are required to provide proof of identity for exams and certifications.
- f) All course prerequisites, as specified by the Provider, must be met.
- g) If You fail to complete the course within the allocated timeframe, 100% of course fees are payable and non-refundable.
- h) If You are unable to complete the course due to an unexpected event, illness, or personal reasons, You must contact the Provider in writing within a reasonable timeframe, explaining the reasons and provide suitable evidence. The Provider will assess such applications on a case-by-case basis, to work with You, to find an amicable resolution.

12.7. Course Conditions (Public and Private)

- a) Courses must be completed within the timeframe advertised for the specific course purchased.
- b) A "private course" means a course organised exclusively for the organisation purchasing the training, where course Clients are restricted to those selected by the company. A private course can be held on the Client's site or at a premise selected by the Provider.

- c) In order to confirm a private course booking date and the associated resources required to run the course, payment is required at the time of accepting the Provider's private course quote.
- d) The Provider makes no warranty in relation to the Products or Services other than as contained in these Terms or as prescribed by a law which cannot be excluded, or in the case of Products, as provided by the Products' respective suppliers as made known to the Client in the documents supplied by the Provider or the Product supplier or as otherwise published or made known to the Client. Additional Terms Required by specific Vendors.

12.8. Cancellations and Transfers (Public Courses)

- a) All requests to cancel or change public course dates must be made in writing to the Provider no less than 10 business days prior to the commencement date of the course.
- b) In order for You to cancel a course, You must advise via email and receive an acknowledgement of the email to be eligible for a refund.
- c) The Provider will provide a full refund less 10% administration fee for cancellations of assignments, training and courses where adequate notice of no less than 10 days is provided in writing.
- d) Transfers to alternate dates with notice in writing of no less than 10 business days will be accommodated where possible at no charge.
- e) Substitutions can be accommodated with less than 10 days notice and will incur a 10% administration fee.
- f) Cancellations and date change requests received less than 10 business days prior to the start of the course will incur a fee of 50% of the total course price.

1.1. Cancellations and Transfers (Private Courses)

- a) All requests to cancel or change private course dates must be made in writing to the Provider no less than 20 business days prior to the commencement date of the course.
- i. Cancellations and date change requests received by the Provider less than 20 business days, but more than 10 business days prior to the start of the course, will incur a fee of 50% of the total course price.

- ii. Cancellations and date change requests received less than 10 business days prior to the start of the course will incur a fee of 80% of the total course price.
- b) Substitution of Clients is accepted up to 4 days before course commencement and requires you to notify the Provider before the course. Refunds will not be issued to Clients who fail to attend training.

1.2. Transfers

- a) Where a transfer is approved, the replacement course must be booked and sat within 12 months from the date of payment of the original course.

2. Additional Terms Required by specific Vendors

- 2.1. The provision of courseware from certain vendors requires certain amendment or variation of these Terms.
- 2.2. The list of vendors and relevant terms will be available along with this document at time of purchase.

3. Examinations and Examination Vouchers

- 3.1. Where an examination voucher is provided (whether or not included as part of a bundled product or service provided by the Provider) its issuance and use is governed by these general Terms as well as any Additional Terms required by the specific Authorised Testing Provider and/or Vendor applicable to that voucher, which terms are available for review at the host websites of the Authorised Testing Provider and/or Vendor.
- 3.2. Examination vouchers may be redeemed only for the Authorised Testing Provider and Vendor and testing program for which they were supplied.
- 3.3. Examination vouchers are not transferable between programs.
- 3.4. Examination vouchers are not returnable or refundable.
- 3.5. Examination vouchers must be redeemed and the examination must be taken prior to its expiration date otherwise the voucher will become invalid.

- 3.6. The Provider accepts no responsibility to You with respect to expired vouchers. It is the responsibility of You, not the Provider, to ascertain the validity period of any voucher supplied.
- 3.7. If the examination is no longer available no substitution can be made.
- 3.8. The examination can only be taken for the course that was attended.
- 3.9. Examinations are not transferable between programs. Examinations are not returnable or refundable.
- 3.10. It is the responsibility of each participant (You) who proposes to sit any examination to present for the examination at the due time with the relevant paperwork.
- 3.11. It is the responsibility of each participant (You) who proposes to sit any examination to ensure You have the correct technology to complete the exam.
- 3.12. It is the responsibility of the participant (You) to manage your examination schedule.
- 3.13. If You need to reschedule the examination and require assistance, You need to provide 72 business hours, AEST/ADST, notice in advance of the original exam time to the Provider. You will need to notify the Provider by phone on 1300 880 322 and email at education@8pillars.com.au

4. Promotions and Special Offers

- 4.1. Discounts cannot be used in conjunction with other special offers.
- 4.2. Cancellations, refunds, transfers and alternate date changes are not available on special offers and discounted courses.

5. Deferring/Cancellation of a Course.

- 5.1. In the case You wish to defer the training prior to commencement of the training to a later date, You will be subject to a reschedule fee of \$200 and must reschedule within 6 months of the original commencement date.

6. Refunds

- 6.1. In the case where a refund is made to You, by the Provider, the refund may take up to 30 working days to be processed.

7. Risk

- 7.1. The Provider is not liable for the loss or theft of, or damage to, Your property when attending courses and/or exams.
- 7.2. You acknowledge and agree that any use of the provided facilities, tea, coffee or equipment outside the conduct of a course on the Provider's premises is entirely at Your own risk. Attendees are obliged to comply with the relevant rules of conduct for the course venue.
- 7.3. You must comply with venues Workplace Health and Safety policies.
- 7.4. Risk of loss, theft, damage, deterioration or destruction of Products passes to the Client upon the earlier of:
 - a) delivery to the Client;
 - b) the taking of possession by the Client; and
 - c) delivery to any carrier contracted to the Client for delivery to the Client.

8. Title

- 8.1. Until the Products have been paid for in full, they remain the property of the Provider. If the Client fails to pay any monies to the Provider when due, the Provider may immediately, without notice or demand, enter upon the Client's premises and take possession of the Products. This right is without prejudice to any other rights that the Provider may have.

9. Confidentiality

- 9.1. Unless stated as confidential, any ideas, remarks, questions, data, graphics or the like which You send to the Provider will be deemed non-confidential. The Provider will be entitled to use or disclose this information in any manner it chooses, without liability or notice to You.
- 9.2. The Provider and You agree to keep at all times as strictly confidential any Confidential Information that is disclosed or provided by one party to the other. In this clause, "Confidential Information" means information in any form but does not include information that is required to be shared by the Provider with a vendor to

obtain courseware, accreditation or licensing rights, or is already in the public domain at the time that it is disclosed or becomes part of the public domain, otherwise than as a result of an unauthorised disclosure by the Provider or the Client.

10. Privacy

- 10.1. All information that the Provider collects in connection with Your purchases or bookings will be treated in accordance with the Provider's Privacy Policy. The Provider will collect, use and disclose Your personal information for the purpose of enabling You to enrol in a course, and to allow the Provider to deliver the course and related Products and Services to You.
- 10.2. The Provider uses Your information to:
- a) Communicate with You about Your course, events, activities, products, services and opportunities available to You;
 - b) Disclose your personal information to overseas vendors. Such vendors are those relevant to the course, products or courseware You have requested from the Provider;
 - c) Carry out and record your details in internal administrative matters; and
 - d) Fulfil any vendor requirements regarding your attendance for certification, planning, administration, policy development, program evaluation and other related or lawful purposes.

11. Intellectual Property

- 11.1. The Provider's intellectual property is one of the foundations of our business and consequently: The material used for consulting engagements or education workshops when owned or created by the Provider, remains the property of the Provider. No part of any of the Provider's documentation, training manual, courseware or methodology may be reproduced in any form, stored in any retrieval system, transmitted or distributed in any form or by any means; electronic, mechanical photocopying, recording or otherwise without the express written permission of the Provider.

- 11.2. All material provided or shown is for the sole use of the course attendee and any usage rights are only conferred on payment of all charges payable in connection with those rights.

12. Where there is an integration of the Provider and Client intellectual property.

- 12.1. Pre-contract intellectual property (materials created or owned by 8Pillars prior to formal client engagement): Materials used for consulting engagements or education workshops that are owned or created by the Provider (for example standard training materials and methodologies) is intellectual property owned by the Provider and remains so at all times.
- 12.2. Pre-contract material, content, information or process that contains specific client owned content is regarded as the clients' Intellectual Property and respected accordingly.
- 12.3. Post-contract intellectual property (materials created for the client during the engagement that may be paid for by the client): In respect of any articles, documents, reports, designs, layouts, photographs or any material whatsoever prepared, created, written or otherwise is shared intellectual property between the client and the Provider unless otherwise agreed in writing. This does not include any Pre-contract intellectual property of either party.

13. Complaints

- 13.1. If you wish to make a complaint, please contact us as soon as possible after the event that has caused you concern. We will provide you with a Complaints and Appeals Form which we request you complete. We will investigate and respond to the complaint within 14 business days.

14. No representations

- 14.1. The Client acknowledges that the Provider has not made any warranty or representation, express or implied, in relation to the Products or the Services, including whether they are suitable for a particular purpose (whether such purpose was made known to the Provider or not), unless provided in writing.

15. No implied terms

- 15.1. To the fullest extent permitted by law, the parties agree to exclude any terms which would otherwise be implied into these Terms by any statute. The liability of the Provider for a breach of a condition or warranty implied into these Terms by the Competition and Consumer Act, 2010 is limited at the option of the Provider:
- a) if the breach relates to goods, to the replacement of the goods or the supply of equivalent goods, or the repair of the goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; and
 - b) if the breach relates to services, the supplying of the services again, or the payment of the cost of having the services supplied again.

16. Limitation of Liability

- 16.1. To the extent permitted by law, all express or implied warranties, representations, statements, terms and conditions relating to the Provider or the provision of Products and/or Services under these Terms, not expressly set out in these Terms, are excluded from the agreement between the parties.
- 16.2. The Provider's aggregate liability, whether arising from breach of contract, negligence or any other tort, breach of warranty, under an indemnity, or statute, in equity or otherwise is limited to an amount equal to the total amount paid to the Provider for the relevant invoice under which the liability has arisen.
- 16.3. Nothing in clause 21.2 operates to limit the Provider's liability for:
- i. claims for death, personal injury or damage to tangible property; or
 - ii. claims for breach of a third party's intellectual rights.
- 16.4. The Provider has no liability to the Client for any incidental, indirect, special or consequential loss or damage, or for loss of or corruption of data, loss of use, revenues, profits, goodwill, bargain, opportunities or anticipated savings, whether arising from breach of contract, negligence or any other tort, in equity or under an indemnity, warranty or otherwise, whether or not the Provider was aware of the possibility of such loss or damage.

17. No Poaching

- 17.1. The Client undertakes to not entice away or endeavour to entice away from the Provider any employee or contractor of the Provider within 1 year of completing any work carried out unless otherwise agreed in writing by both parties. The Client acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of the Provider.

18. Severability

- 18.1. If any provision of these terms is held to be invalid, all the other provisions of these terms will remain in full force and effect.

19. Acceptance

- 18.2. By instructing the Provider to commence work or by attending the Provider's course (regardless of the booking process/method) you are accepting the above terms.

19. General

- 18.3. Legal notices must be in writing and sent by mail to PO Box 1081, Hawthorn, Victoria, Australia 3122 or transmitted by email to education@8pillars.com.au of the receiving party and are deemed delivered, in the case of:
- a) posting, three days after dispatch; and
 - b) email, on completion of transmission.
- 18.4. No leniency, indulgence or extension of time granted by the Provider to the Client will prejudice any of the Provider's rights in any way or constitute a waiver of any of the Provider's rights. If any of these Terms are for any reason declared to be or become unenforceable, invalid or illegal, the remaining Terms will remain in full force and effect.
- 18.5. These Terms are governed by the laws of Victoria and the parties agree to submit to the non-exclusive jurisdiction of the courts of Victoria.

- 18.6. These Terms, the applicable quotation and the payment constitute the entire agreement between the parties on the subject matter and supersede any previous understanding or agreement on that subject matter.