



terms and conditions of online training

Version 2023.1

The person reading these Terms and Conditions (“**You**”, “**Your**” or “**Yours**”) is entering into a binding legal agreement with Pronamics Pty Ltd ABN 18 096 998 211 of P.O. Box 7243, Brendale, Queensland 4500 (“**Pronamics**”) on these terms and conditions (“**Terms and Conditions**”).

1. terms and conditions

- 1.1. These Terms and Conditions regulate your access to Pronamics’ online training portal (“**Matrix**”) and Pronamics’ training videos (“**Training Videos**”).
- 1.2. The commencement date of these Terms and Conditions is the date on which your subscription to the Training Videos commences (“**Commencement Date**”).
- 1.3. On using the Account and taking steps to accept these Terms and Conditions (“**Acceptance**”), You are deemed to have read and understood these Terms and Conditions and You are deemed to agree to be bound by these Terms and Conditions by that Acceptance. If you do not wish to be bound by these Terms and Conditions, do not access any Training Videos and you will not be charged any fees or the fees that you have already paid will be refunded.
- 1.4. Pronamics reserves the right to change these Terms and Conditions at any time, including in relation to subscription fees or other charges. Where the Terms and Conditions are altered, Pronamics will advise you by:
 - 1.4.1. Notifying you through direct correspondence; or
 - 1.4.2. Posting notification to Matrix.
- 1.5. If You are not satisfied with the updated Terms and Conditions You may terminate this Agreement in accordance with Clause 10 of this Agreement. Otherwise, any use of Matrix or viewing of the Training Videos will constitute Acceptance of the new terms and conditions contained in the updated Terms and Conditions. You should review these Terms and Conditions from time to time for any amendments.

2. subscription and access

- 2.1. A subscription provides You with unlimited access to the Training Videos and other online training material provided by Pronamics.
- 2.2. In order to create or active your subscription, a Matrix user profile (“**Account**”) must be created for You.
- 2.3. You may create an Account by registering at http://training.pronamics.com.au/join_no_access_code. Pronamics may also create an Account for You.

3. subscription types

3.1. Subscription Models

There are three ways you may obtain a subscription to access the Training Videos:

- 3.1.1. You have purchased a Licence to use the Product or Products and You have been granted a free training voucher with that Licence which you surrender to Pronamics (“**Training Voucher**”); or
- 3.1.2. You have paid the fee for a monthly subscription (“**Monthly Training Fee**”); or
- 3.1.3. You have paid the fee for an annual subscription (“**Annual Training Fee**”).

Subscriptions (other than subscriptions granted for the surrender of Training Vouchers) renew automatically unless You cancel Your subscription in accordance with Clause 10 of this Agreement.

3.2. Subscription by Training Voucher

3.2.1. Pronamics will grant you a subscription for a period of 90 days from the Commencement Date ("**the Free Access Period**") if you surrender a valid Training Voucher to Pronamics.

3.2.2. This subscription is free for the duration of the Free Access Period.

3.2.3. You may extend your subscription for a further 270 days from the expiration of the Free Access Period ("**the Discounted Access Period**") if you pay Pronamics the Discounted Training Fee.

3.2.4. Your subscription will cease on the later date of the following:

3.2.4.1. The expiration of the Free Access Period; or

3.2.4.2. The expiration of the Discounted Access Period;

unless you have been granted any other subscription.

3.3. Subscription by payment of the Monthly Training Fee

3.3.1. Pronamics will grant you a subscription for a period of 30 days from the Commencement Date ("**the Monthly Access Period**") if:

3.3.1.1. You pay Pronamics the Monthly Training Fee; and

3.3.1.2. This Monthly Training Fee is processed by Pronamics.

3.3.2. Your subscription will cease on the expiration of the Monthly Access Period unless:

3.3.2.1. the subscription is automatically renewed; or

3.3.2.2. you have been granted any other subscription.

3.4. Subscription by payment of the Annual Training Fee

3.4.1. Pronamics will grant you a subscription for a period of one year from the Commencement Date ("**the Annual Access Period**") if:

3.4.1.1. You pay Pronamics the Annual Training Fee; and

3.4.1.2. This Annual Training Fee is processed by Pronamics.

3.4.2. Your subscription will cease on the expiration of the Annual Access Period unless:

3.4.2.1. the subscription is automatically renewed;

3.4.2.2. You have been granted any other subscription.

4. training videos

4.1. The Training Videos will comprise of multiple micro learning videos which provide training and information for Pronamics products.

4.2. Pronamics makes no warranty in relation to the availability or content of the Training Videos that may be available through Matrix. Pronamics reserves the right to add, remove or modify any Training Video without notification to You.

4.3. You are under no obligation to watch the Training Videos at any time. You may watch as many or as few Training Videos as You wish. Pronamics will not refund any part of the Training Fee or return any Training Voucher on the basis of your viewing activity.

4.4. Pronamics does not warrant that after accessing the Training Videos or other training material, You will be qualified in any way or You have attained a certain level of competency.

5. your rights and obligations under these terms and conditions

5.1. You agree that on and from the Commencement Date:

- 5.1.1. the Account is for Your own personal use and You will not disclose or share Your Account username and password to or with any third party;
- 5.1.2. You must not re-sell access to the Interface to another person or otherwise “re-sell” or “share” Accounts on Matrix.
- 5.1.3. You may not take any action that might interfere with the operation of the Account or Matrix generally. This includes taking any action which imposes an unreasonable or disproportionately large burden on the Interface infrastructure.
- 5.1.4. You will not copy, adapt, extract, reproduce or share the Training Videos or other training material in any way for Your own benefit or directly or indirectly, for the benefit of any other person;
- 5.1.5. the Training Videos and other training material is provided to You without Pronamics’ knowledge of Your particular circumstances or Your level of competency and You agree that Pronamics is providing You with this material without warranty of any kind, express or implied, including but not limited to, the warranties of merchantability or fitness for any particular purpose;
- 5.1.6. to the maximum extent permitted at law, Pronamics will not be liable to You for any claim, damages or other liability, any consequential, direct or indirect loss, damage, costs or expenses (including legal costs on a solicitor and own client basis) that are incurred by You in connection with or arising out of Your undertaking the training pursuant to these Terms and Conditions. If Pronamics is held to be liable, liability for any such claim, damage or loss is limited to the applicable Training Fee paid by You;
- 5.1.7. Pronamics is entitled to the benefit of injunctive relief, on an interim or final basis, to restrict any unauthorised reproduction, use of, or access to the training videos, including any mandatory injunctions requiring access to and alteration of Your computerised records and storage facilities;
- 5.1.8. You indemnify Pronamics and keeps Pronamics indemnified from and against all actions, claims, demands, costs or expenses (including legal costs on a solicitor and own client basis) including special, indirect or consequential damages made, sustained, brought or prosecuted or in any manner based upon damage to any property or occasioned by or attributable to any injury to any third party (including death) related directly or indirectly to Your undertaking of the Training course pursuant to these Terms and Conditions;
- 5.1.9. the releases from liability and indemnities provided by You to Pronamics are of commercial necessity for Pronamics and protect legitimate commercial interests. Specifically:
 - 5.1.9.1. The role of Pronamics is only to provide access to training material for its products. Pronamics cannot compel You to view the training material, and cannot compel Your full interaction with the training material.
 - 5.1.9.2. A measure of damages may be inadequate to compensate for the loss sustained by Pronamics in the event of any unauthorised access to or reproduction of the training videos or breach in respect of the proprietary intellectual property contained therein;
 - 5.1.9.3. Online services are subject to:
 - 5.1.9.3.1. denial of internet service or faults or bugs in online processing, whether caused by innate programming issues, bandwidth, internet service provider issues or third party software or hardware malfunction;
 - 5.1.9.3.2. wilful or deliberate denial of service attacks, impacts by malicious software or targeted privacy breaches;

5.1.9.3.3. unlicensed use through third party methods such as password sharing or account sharing;

that, whilst Pronamics makes every reasonable effort to secure against, it is beyond Pronamics' capacity to ultimately wholly control.

6. our rights and obligations under these terms and conditions

6.1. Pronamics reserves the right to, in its sole discretion:

6.1.1. modify the content, inclusions, type and availability of any Training Videos or other training material at any time; and

6.1.2. suspend or terminate Your subscription if Pronamics believes You have breached these Terms and Conditions.

7. processing and payment

7.1. Pronamics will process your subscription as promptly as possible. Your payment details or Training Voucher must be verified before your subscription can be activated.

7.2. If your initial payment authorisation is revoked, your subscription will be terminated. Pronamics reserves the right to reject any subscription order at any time.

7.3. Payment for subscription renewals will be direct debited from Your provided credit or debit account or from your nominated Stripe account.

8. privacy obligations

8.1. In the performance of these Terms and Conditions, Pronamics may have access to Your information or an opinion (including information or an opinion forming part of a database) whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion ("**Personal Information**").

8.2. Pronamics undertakes to comply with the *Privacy Act 1988* and, to any applicable extent, the *Information Privacy Act 2009* in relation to any Your Personal Information or of Your staff or its customers or business associates that it has acquired during the performance of these Terms and Conditions in accordance with Pronamics' Privacy Policy detailed on Pronamics' website <https://pronamics.com.au/privacy-policy> ("**Privacy Policy**") and agree to that access and usage by Pronamics as detailed in the Privacy Policy.

9. governing law and jurisdiction

9.1. These Terms and Conditions are governed by the laws in force in the State of Queensland, Australia and You and Pronamics agree to submit to the non-exclusive jurisdiction of the courts of that State.

9.2. To avoid any doubt, logging into Your Account represents unequivocal election and acknowledgement of submission to the jurisdiction of the courts in Queensland, regardless of the location from which Your Account is accessed.

10. termination

10.1. You may terminate this agreement and cancel your subscription in the following ways:

10.1.1. Where You elect to terminate the agreement on the basis of Clause 1.5 of this Agreement, by the provision of fourteen (14) days written notice to Pronamics, regardless of the remaining length of your subscription;

10.1.2. Where You otherwise elect to cancel or terminate the Agreement, the termination will become effective at the end of Your subscription access period. You will still be able to access the Training Videos for the duration of the relevant subscription's access period.

10.2. You may cancel Your subscription online or by calling Pronamics at 07 3481 9626.

10.3. In the case of a termination pursuant to Clause 10.1.1, Pronamics will refund the balance of Your subscription fee. Otherwise, Pronamics will not refund Your subscription fee or any part thereof.

11. interpretation

11.1. Definitions

For the purposes of these Terms and Conditions, any words used in these Terms and Conditions will have the same meaning as the words used and defined in the Software Purchase Agreement between You or Your company and Pronamics ("**Licence**"). If there is any inconsistency between these Terms and Conditions and the terms and conditions of the Licence, the terms and conditions of the Licence will prevail.

11.2. Severance

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

11.3. Fairness of Terms

To the extent that this Agreement is subject to any statute relating to unfair contract terms, the parties agree and acknowledge that the terms included herein are fair and balanced between the parties, properly protecting the legitimate commercial interests of both parties.

12. electronic transactions

Where this Agreement has been executed by electronic transmission, for the purposes of section 11 and section 14 of the *Electronic Transactions (Queensland) Act 2001 (Qld)*, both Pronamics and You:

12.1. consent to Agreement information being given by electronic communication;

12.2. consent to the Agreement being provided to each other by electronic communication;

12.3. consent to the signing of the Agreement by signing the copy provided by electronic communication;

12.4. acknowledge that at the time the Agreement information was given, it was reasonable to expect the Agreement information would be readily accessible so as to be useable for subsequent reference, and pursuant to section 17 of the *Electronic Transactions (Queensland) Act 2001 (Qld)* the method of generating the electronic form of the Agreement provided a reliable way of maintaining the integrity of the information contained in the Agreement, and the party to whom the electronic form of the Agreement was produced consents to the Agreement being produced as an electronic form of Agreement;

12.5. acknowledge that a method was used to identify the party to whom the Agreement information was communicated, that person's approval of the information communicated and that person consented to those requirements being met using that method; and

12.6. acknowledge that, having regard to all the relevant circumstances, the method of communication was as reliable as was appropriate for the purposes for which the information was communicated.



schedule

1. Annual Training Fee: \$1095.00 excluding GST per year.
2. Discounted Training Fee: \$790.00 excluding GST.
3. Monthly Training Fee: \$115.00 excluding GST per month.