

## Terms & Conditions

Thank you for using The Coach Place Global! The following governs your access to and use of the Product, so please carefully read it before using the Product. These terms & conditions (the "Agreement") is between Curious Consulting Pty Ltd ACN 133 546 764 trading as "The Coach Place Global" ABN 55 133 546 764, a company incorporated and existing under the laws of the State of Victoria, Australia, with its head office located at Eureka Tower, 7 Riverside Quay, Southbank, Victoria, Australia, 3006 (AND the "Registered User", including your employees, offices and associates in connection with the Account ("you"), at the address notified on Registration hereto or at such other address as is updated in accordance with this Agreement WHEREAS, The Coach Place Global has developed a coaching website and related program and specification documentation (the "Product") and desires to grant you a license to use the Product. WHEREAS, you wish to use the Product under the terms and conditions set out in this Agreement and acknowledge that by using the Product you agree to be bound by these terms and conditions.

If you are using the Product on behalf of an organisation, you are agreeing to these Terms for that organisation and promising that you have the authority to bind that organisation to these terms. In that case, "you" and "your" will refer to that organisation. By accepting this Agreement, you agree to be bound by the Agreement as well as the terms stated in The Coach Place Global Privacy Policy which includes those terms and conditions expressly set out and those incorporated by reference and posted terms and conditions on other The Coach Place Global links and on other user websites and links to the extent that you access and use those websites. If you do not agree to these terms of use please do not use the site. In consideration of the mutual promises contained in this Agreement, you and The Coach Place Global hereby agrees as follows:

### Definitions

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

"Acceptance" means completion of the free trial period of the Product.

"Account" means The Coach Place Global account created by you at Registration.

"Agreement" includes this agreement and the "Coach Place Members Page" to our website.

"Business Day" means a day on which banks are open for business in Melbourne, Victoria, Australia

"Features" means the Product specification documentation posted from time to time on our website.

"Nominated Card" means the credit card nominated on your Account for payment.

"Nominated E-Address" means the e-mail address nominated on your Account for notices.

"Nominated User" means the additional user logins created and authorised on the Account.

"Pricing Plan" means the monthly fees and charges for the Product.

"Product" means the coaching website and includes the Features as may be amended from time to time.

"Registered User" mean the authorised individual nominated on the Account for notices.

"Registration" means the submission to The Coach Place Global of your registration form and acceptance of this Agreement.

"Your information" means information input into your Account.

## Licence

Upon registration hereto and acceptance of this Agreement (“Registration”), The Coach Place Global hereby grants you a non-exclusive, non-transferable, revokable licence to:

- use the Product solely for your self coaching or self development and consistent with the purpose for which it was designed and developed;
- copy, save, print or otherwise replicate, only those parts of the Product necessary for archival or backup purposes of your information, provided that all titles, trademarks, and copyright, patents, design, and proprietary rights in the Product shall be reproduced in all such copies, and that all copies shall be subject to the terms of this Agreement.

Except as explicitly provided herein, you shall not:

- make available, allow access nor distribute all or part of the Product to any third party by assignment, sublicense or by any other means;
- copy, adapt, reverse engineer, decompile, disassemble, modify, upload, link, frame, broadcast, distribute, download, share, in whole or in part, any of the Product.

The license to the Product granted herein shall remain in effect unless terminated in accordance with this Agreement.

## Registration

There is one username per licence of this Product of which you provide to The Coach Place Global and which is confirmed at Registration. Only via that username may a person access the Product. You can create as many user logins (“Nominated Users”) as you wish and each Nominated User will be bound by these terms and conditions.

## Free Trial Period

Should you participate in a 30 day free trial offer, your acceptance of the product shall occur at the expiration of 30 days from the Registration Date (“Acceptance”) subject to the provision of notice by you to The Coach Place Global of the cancellation of your Account.

## Purchase

### Pricing

Fees and charges for the Product are charged on an annual or monthly basis in advance and having regard to number of user logins (“Pricing Plans”).

Pricing Plans are designed to encourage multi-users however these fees and charges are subject to change, or new fees and charges may be added from time to time as The Coach Place Global will give you notice of by email to the address nominated on your Account (“Nominated E-Address”).

### Payment

You can only purchase the Product via The Coach Place Global website and The Coach Place Global only accepts payment by credit card as validated by you at Registration (“Nominated Card”). Payment shall be due immediately at the expiration of the 30<sup>th</sup> day from Registration and in full without any right of set-off or deduction. Subject to receiving notice of your cancellation of your Account, you hereby authorise The Coach Place Global to automatically charge your Nominated Card on the 31<sup>st</sup> day from Registration and thereafter monthly in accordance with your Pricing Plan and you acknowledge that the amount charged each month may vary for reasons that include increase in of users or such other changing of Pricing Plans.

If you wish to change the details of your Nominated Card such as a change in the validity or expiration date, or you wish to nominate a different card for future payments, you may edit that information by

accessing your "Account Page". In the event your Account began on a day not contained in a given month, The Coach Place Global will charge your Nominated Card on the last day of such month and thereafter on the last day of the month until it reverts back to the day of the month you originated.

### **Refunds**

As The Coach Place Global website offers non-tangible, irrevocable goods we do not provide refunds after the product is purchased, which you acknowledge prior to purchasing any product on the Website. This is because you cannot practically 'return' the online service. Please make sure that you have carefully read the service description before making a purchase. Monthly subscriptions can be cancelled at any time and subscribers can access their account for the remainder of their billing cycle. The subscription will auto-renew on a monthly basis until the subscription is cancelled by the user in My Account. Annual subscriptions are non-refundable and you'll be able to continue to access your account until your membership expires. No future payment will be taken. The subscription will otherwise auto-renew on a yearly basis until the subscription is cancelled by the user in My Account. Where programs, coaching services, masterclasses or events have been purchased, refunds are available with a minimum 14 calendar days' written notice to [info@thecoachplace.com](mailto:info@thecoachplace.com). In the instance where a program has commenced, no refunds will apply.

### **Contacting us**

If you would like to contact us concerning any matter relating to this Refund Policy, you may send an email to [info@thecoachplace.com](mailto:info@thecoachplace.com).

### **Tax**

You shall be responsible for any applicable sales, uses, GST or similar taxes payable with respect to the purchase of the Product, or arising out of or in connection with this Agreement.

### **Default costs**

In addition to any other rights or remedies of The Coach Place Global in the event of your default in payment hereunder, The Coach Place Global shall be entitled to charge and recover costs incurred for the collection of payment (such as but not limited to collection agency fees and legal costs), dishonour fees, interest at the current bank overdraft rate plus two per cent per annum from the due date for payment until payment in full.

### **Ownership of Intellectual Property**

You acknowledge and agree that the copyright, patents, design, graphical user interface, source code, executable code, documentation and content and all other intellectual property rights of whatever nature in or from the Product are and shall remain strictly the property of The Coach Place Global, and nothing in this Agreement should be construed as transferring or granting any aspects of such right, title or interest in the Product or the content of the Product to you or any third party.

### **Confidentiality**

You acknowledge the confidential and proprietary nature of the Product.

You hereby agree that you shall not:

- adapt, reverse engineer, decompile, disassemble, modify, upload, link, frame, broadcast, distribute, download, share or in any way transmit, in whole or in part, any of the Product
- reveal or disclose the Product for any purpose to any other person, firm, corporation or other entity, other than your employees or associates on a need to know such basis to perform responsibilities consistent with your rights under this Agreement;
- reproduce in whole or in part, any of the Product other than to extract your information in a manner consistent with your rights under this Agreement.

You hereby undertake to:

- safeguard and protect the Product from theft, piracy or unauthorised access.
- inform your employees of their obligations under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by The Coach Place Global, to prevent any unauthorised disclosure, copying or use of the Product.
- notify The Coach Place Global immediately upon discovery of any prohibited use or disclosure of the Product, or any other breach of these obligations, and shall fully cooperate with The Coach Place Global to help The Coach Place Global regain possession of the Product and prevent the further prohibited use or disclosure of the Product.

### **Your Information**

You acknowledge that by using the Product, you input information onto your Account (together, “your information”). You retain full ownership of your information and this Agreement does not grant us any intellectual property or other rights in your information except for the limited rights that are needed to run the Product and to protect The Coach Place Global’s own intellectual property rights in the Product.

### **Disclosure**

You acknowledge and consent that The Coach Place Global has access to your information for the purpose of providing the Product and acting on your directions with regards to hosting or sharing your files, or in order to provide you with other features of the Product, whether visible to you or designed to technically administer the Product and which consent extends to trusted third parties The Coach Place Global work with to provide the Product.

You further acknowledge that the Product provides features that allow you to share your information with others or to make it available to the public. There are many things that you or Nominated Users may do with that information such as, copy, modify or re-share and your information might also contain other intellectual property rights of Nominated Users.

Please consider carefully what you choose to share or make public. You acknowledge that The Coach Place Global may, in their sole discretion, choose to review and remove public content for compliance with our community guidelines, but agree The Coach Place Global has no obligation to monitor any of your information.

You acknowledge and agree that it is solely your responsibility to safeguard your information from unauthorised disclosure and that despite reasonable precautions on our behalf, there is a remote risk of unauthorised access to your data contained on The Coach Place Global website or contained in the Product and further agree that The Coach Place Global do not have responsibility or liability of any nature for any such losses that you may sustain as a result of such unauthorised access.

### **Warranties and Disclaimers**

Although The Coach Place Global will use reasonable efforts, The Coach Place Global cannot guarantee that any obligations made by it under this Agreement or on its website will always be undertaken.

You acknowledge and agree that The Coach Place Global does not in any way represent or warrant that:

- the Product and graphics published will not contain technical inaccuracies or typographical errors.
- that the Product will meet your requirements or suitability;
- that the operation of the Product will be uninterrupted or error-free, or that errors in the Product will be corrected;
- that this website will be uninterrupted or error free or those defects will be corrected, or that this website or the servers that make it available are free of any virus or other harmful elements.
- that the Product, furnished and used within the scope of this Agreement, is not infringing any Australian registered copyright, patent or design.

You further acknowledge that from time to time, The Coach Place Global will perform maintenance on the server to release new versions of the Product or hardware and when this happens your service may be temporarily interrupted.

To the extent permitted by law, The Coach Place Global expressly disclaims, and you hereby expressly waive, all warranties express or implied, including warranties of merchantability and fitness for a particular purpose.

Where legislation implies a condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to, in our sole discretion, supplying the Product again or refunding pro rata that part of the prepaid monthly fee.

The Coach Place Global's limited warranty is in lieu of all liabilities or obligations of The Coach Place Global for damages arising out of or in connection with the performance of the Product and the parties hereby agree that the Product's failure to perform in accordance with the Specification Sheet shall not be considered a failure of the essential purpose of the remedies contained herein and that the entire risk of the Product's quality and performance is with you.

You further acknowledge and agree that The Coach Place Global have no responsibility:

- over the content that you may enter into the Product, for the accuracy, completeness, appropriateness, or legality of your information, user posts, or any other information you may be able to access using the Product.
- for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Product or website.

The Coach Place Global Website is intended to give you business and coaching information, NOT legal, medical or psychological advice, and nothing on The Coach Place Global Website should be considered legal advice, medical, psychiatric, psychological advice. The Coach Place Global is NOT a legal, medical or psychiatric advisor and no information or forms provided on The Coach Place Global Website is intended or may be construed as such. Although The Coach Place Global will use its best endeavours to explain all relevant matters and instructions to you clearly, you may, however, misinterpret such explanations and/or instructions or you may omit to read all instructions. The Coach Place Global is not liable in any respect for any such misinterpretation or omissions. You have either received your own independent professional advice OR you have made your own deliberate decision not to obtain the relevant advice and you accept any risks of having done so.

The Coach Place Global does not provide any warranty or condition (whether express, implied or statutory) that our Product will meet your intended purpose or requirement. You have either received your own independent professional advice from a professional or medical advisor OR you have made your own deliberate decision not to obtain the relevant advice and you accept any risks of having done so.

## Your Responsibilities and Obligations

### Acceptable Use

You agree and hereby undertake not to use the Product or attempt to use the Product in a manner including, but not limited to, the following:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Product;
- plant malware or otherwise use the Product to distribute malware;

- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- publish anything that is fraudulent, misleading, or infringes another's rights;
- impersonate or misrepresent your affiliation with any person or entity;
- publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred;
- upload spyware or any other malicious software or virus to the Product or any part.
- to violate the privacy of others, or to defame others; and
- to violate the law in any way, including laws of the jurisdiction that apply to you and for which it is your responsibility to determine whether you are compliant.

## **Account Security**

It is your responsibility:

- for safeguarding the password that you use to access the Product and you agree not to disclose your password to any third party;
- for any activity whilst using your Account, whether or not you authorised that activity and you should immediately notify The Coach Place Global of any unauthorised use of your account;
- to use a secure encrypted connection to communicate with the Product if you wish to protect your transmission of data or files with The Coach Place Global; and
- to ensure that the way you access this website and the Product does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.

## **Billing**

It is your responsibility:

- for the payment of the Account and the number of users purchased.
- to keep your contact and payment information current and updated.
- to cancel your account.

Your continued use of the Product constitutes your authorisation for The Coach Place Global to continue charging your Nominated Card and you remain responsible for any uncollected amounts. You can cancel your account at any time, however when you do so, all of your content will immediately be deleted and cannot be recovered.

## **Your Files and Information**

It is your responsibility:

- to safeguard and protect your information from theft, piracy or unauthorised access
- for any loss or corruption of your information, or for any costs or expenses associated with backing up or restoring any of your information.
- for your conduct, the content of your files and folders, and your communications with others while using the Product and any liability that may extend thereto.
- for the accuracy, completeness, appropriateness, or legality of your information
- for what you copy, share, upload, download or otherwise use while using the Product
- to ensure that you have the rights or authorisations needed to comply with this Agreement.
- inform your employees of their obligations under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by The Coach Place Global, to prevent any unauthorised disclosure, copying or use of your information.
- notify The Coach Place Global immediately upon discovery of any prohibited use or disclosure of your information, or any other breach of these confidentiality obligations by you.

### **Indemnities**

You hereby indemnify The Coach Place Global against any claims:

- for alleged infringement of intellectual property rights of any country such as a registered copyright, patent or design arising out of the use of the Product by you in any manner prohibited by this Agreement
- any claim related to or arising out of a financial transaction brought by any third party based on your use of the Product.

### **Force Majeure**

Neither party shall be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including without limitation industrial disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control.

### **Limitations on liability**

To the fullest extent permitted by law, in no event will The Coach Place Global, its affiliates, officers, employees, agents or suppliers be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential (including loss of use, data, business, or profits) damages relating to the Product or in connection with your use of this website or the data stored or accessed through it, regardless of legal theory, whether or not The Coach Place Global has been warned of the possibility of such damages, and even if a remedy fails of its essential purpose.

In any event, the maximum liability for all direct damages relating to the Product, if any, arising out of any action shall be limited to an amount not to exceeding \$20 or the amounts paid by you to The Coach Place Global for the past three months of the Product in question.

This limitation applies to all actions including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts.

### **Default**

If The Coach Place Global is unable to process your transaction on the Nominated Card provided, The Coach Place Global reserves the right to revoke your licence to the Product and your access to your information. If you do not bring your balance current within five (5) days after The Coach Place Global provides you with notification that your Account is in arrears, The Coach Place Global reserves the right to use our discretion to delete some or all of your information.

### **Remedy**

If The Coach Place Global suspend or terminate your use, The Coach Place Global will usually to let you know in advance and help you retrieve data. Where there has been a material, repeated or flagrant violating of this Agreement, a court order, danger to other users or such other instances that The Coach Place Global in its sole discretion deems material, The Coach Place Global reserves the right to delete your information immediately.

### **Termination**

Though we'd much rather you stay, you can stop using our Product any time. Your Account will continue and remain in effect perpetually unless and until you cancel your Account or The Coach Place Global terminate it.

### **Cancelling Your Account**

You may cancel your The Coach Place Global Account at anytime, and cancellation will be effective immediately. If you wish to cancel your Account you may do so via your "Account Page". You must cancel your Account before it renews each month in order to avoid billing of the next month's fees to

your Nominated Card. Only an email from the authorised account holder constitutes a cancellation once The Coach Place Global verify this information via email.

### **Suspension**

The Coach Place Global reserve the right to suspend or end the Product at any time, with or without cause, and with or without notice. The Coach Place Global may also suspend your Account if you are not complying with this Agreement.

### **Breach**

The Coach Place Global may terminate this Agreement and your Account, without prejudice to any other remedy The Coach Place Global may have, immediately without further obligation to you, in the event of:

- a material breach of the terms of this Agreement
- your use of the Product in any illegal or fraudulent way or in a way that would cause us legal liability or disrupt others' use of the Product.
- your making an assignment for the benefit of your creditors, the filing under any bankruptcy or insolvency law, under the reorganisation or arrangement provisions of the Corporations Act, or under the provisions of any law of like import in connection with you, or the appointment of a trustee or receiver for you or your property.

Termination shall not relieve your obligation to pay all amounts which are due and payable or which you have agreed to pay.

### **Cessation of Use**

Upon termination of this Agreement, you shall cease using the Product

### **Refunds**

As you can cancel at any time, The Coach Place Global have a "no refunds" policy The Coach Place Global Accounts are prepaid and are non-refundable. The Coach Place Global DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL MONTHS. Should you elect to cancel your Account, please note that you will not be issued a refund for the most recently (or any previously) charged monthly fees.

### **Waiver**

Failure or delay by The Coach Place Global to exercise any right or remedy under this Agreement does not constitute a forfeiture of the right to later seek further or complete remedy or redress to a situation, should the need arise.

### **Modification of Agreement**

The Coach Place Global may add to, delete or otherwise change these terms and conditions of this Agreement from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material, The Coach Place Global will notify you via the Nominated E-Address or such other notice to your Account. Other changes may be posted to Specification Sheet, so please also check those pages regularly.

It is your responsibility to read and understand the terms and conditions of this Agreement upon Registration and by continuing to access or use the Product after revisions become effective, will represent an agreement by you to be bound by the terms as amended. If you do not agree to the new terms, please stop using the Product.

### **Solicitation**

Customer shall not solicit the employment of nor employ any The Coach Place Global personnel who has been directly involved in the development, sale, installation, or support of the Product for a period

of 1 years from the later of the termination of such individual's employment at The Coach Place Global or the last date of Acceptance of the Product

### **Severability**

If any provision of this Agreement is invalid or not enforceable in accordance with its terms in any jurisdiction, it is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

### **Notice**

Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered to the address set forth in this Agreement. Notice shall be deemed to have been received by any party, and shall be effective,

- on the day given, if personally delivered or if sent by confirmed facsimile or email transmission, receipt verified, or
- on the third day after which such notice is deposited, if mailed by certified, first class, postage prepaid, return receipt requested mail.

### **Costs**

You shall pay your own costs and expenses in respect of entering into this Agreement and shall be responsible for The Coach Place Global's reasonable costs, including legal fees, associated with the enforcement of the terms of this Agreement or the collection of any amounts due under this Agreement.

### **Entire Agreement**

This Agreement comprises the entire agreement between the parties with respect to its subject matter hereof and supersedes and merges all prior communications, understandings and all other agreements, oral and written between the parties or their respective officers, employees or agents and relating to the Agreement.

### **Governing law**

All sales shall be deemed made in the state of Victoria, Australia, regardless of your location. You agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of Victoria, Australia and you irrevocably submit to the exclusive jurisdiction of Victorian courts and courts hearing appeals from those courts for the purpose of any action or proceeding brought by either party in connection with this Agreement.

### **Time of the Essence**

Time is of the essence of this Agreement in all respects.

### **Further Assurances**

Each party shall sign, execute, deliver and do and shall procure that each of its officers, employees and agents signs, executes, delivers and does, all agreements, documents, instruments and acts and reasonably require of it or them by notice from another party to effectively carry out and give full effect to this Agreement and the rights and obligations of the parties under it.

### **Interpretations**

In this Agreement unless the context otherwise requires:

- headings used in this agreement are for convenience only and not intended to be used as an aid to interpretation
- a reference to a party includes the party's successors, transferees, assigns, executors and legal personal representatives;
- a reference to a clause or party is a reference to a clause of, or a party to, this Agreement;
- a reference to this Agreement includes the "Coach Place Members Page" to this website;
- a reference to legislation includes any statutory modification or replacement and any subordinate or delegated legislation issued under such legislation;
- if a day on which anything is to be done is not a Business Day it shall be done on the next Business Day.

### **Customer Acknowledgement**

You hereby undertake to be bound by this Agreement from the Registration Date, with full knowledge of its content and significance and intending to be legally bound by the terms hereto.

### **Information and Feedback**

The Coach Place Global accept no responsibility for the accuracy, completeness, suitability for your intended use or timeliness of the website. The information, features, terms of use or pricing relating to the website may change without notice so we recommend that you check our website for changes before acting upon material previously obtained from the website. While The Coach Place Global appreciate it when users send us feedback, please be aware that The Coach Place Global may use any feedback, comments, or suggestions you send us or post in our forums without any obligation to you.

### **Privacy**

The Coach Place Global respects your individual privacy and embodies its commitment to protection of your personal information through adherence to fair electronic information practices as detailed in our Privacy Policy.