

Please read these terms and conditions ("Terms", "Terms and Conditions") carefully before accessing or using the course provided through a link on our website ("us", "we", or "our").

Your access to and use of the course is conditioned on your acceptance of and compliance with these Terms. By accessing or using the course, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access or use the course.

1. Access to the Course

Training materials – You are permitted to use the training materials for the purpose of delivering the training course. Except as permitted under this agreement, or with our prior written consent, you may not:

- show or provide a copy of the training materials to any third party or include or refer to our name or logo in a public document
- make any public statement about us or the services
- alter or modify the whole or any part of the training materials nor permit the training materials or any part of them to be combined with, or become incorporated into, any other materials.

Training course delegates – You must ensure that each delegate who attends a training course on your behalf complies with the obligations set out in this agreement (other than in relation to the payment of our fees) as if that delegate were named as the client in our confirmation letter.

2. No Liability

We shall not be held liable for any direct, indirect, incidental, consequential, or any other damages arising from your access to or use of the online course. We are not responsible for the accuracy, usefulness, safety, or intellectual property rights related to the online course. We accept no liability or responsibility to any third party in connection with our services.

3. Copyright and Intellectual Property

The online course and its materials are protected by copyright, trademark, and other intellectual property laws. By accessing the online course, you agree to respect and abide by these laws, and not to infringe upon any intellectual property rights associated with the course content.

4. No Warranty

We provide access to the online course on an "as is" and "as available" basis without any warranty of any kind, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that the online course will be uninterrupted, timely, secure, or error-free.

5. Indemnification

You agree to indemnify, defend, and hold harmless Optimal Co Pty Ltd, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to

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Optimal Co Pty Ltd ABN 41 632 669 544 Jan 2023

attorney's fees) arising from your access to or use of the online course or your violation of any term of these Terms and Conditions.

6. Termination

We reserve the right, in our sole discretion, to modify, suspend, or discontinue your access to the course at any time, for any reason, without prior notice or liability.

7. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Western Australia, without regard to its conflict of law provisions.

8. Changes to Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the online course after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop accessing or using the online course.

9. Performing services for others

Provided we do not disclose your confidential information, you agree that we may perform services for your competitors or other parties whose interests may conflict with yours

Contact Us

If you have any questions about these Terms and Conditions, please contact us at <u>hello@optimalresourcing.com.au</u>