

Terms and Conditions for Employers

Thank you for visiting our website. Our website found at www.trainingpaddock.com.au (the “**Site**”) is owned and operated by The Training Paddock Pty Limited (ABN 74 631 634 421) (“**Training Paddock**”, “**us**”, “**we**” or “**our**”). Training Paddock provides a platform where employers and businesses can find and connect with prospective employees and workers. These Terms and Conditions available at www.trainingpaddock.com.au (the “**Terms**”), apply to and must be read by any party who has registered as an employer on the Platform (defined below) looking to connect with prospective employees and workers who have the necessary skills and experience for its business (the “**User**”, “**you**”, or “**employer**”).

You represent and acknowledge that you are over 18 years old and you have read, understood, and agree to be bound by these Terms. You also represent and warrant to Training Paddock that you will use the Site and Platform in a manner consistent with all applicable laws and regulations.

If you are entering into these Terms on behalf of your employer or business organisation, you could be a company, a partnership or another legal entity. ‘You’ in your individual capacity will be taken to have represented to us that you have authority to act on your employer’s or organisation’s behalf and these Terms will be binding on your employer, organisation, partnership, company or legal entity.

These Terms may be updated by us from time to time without prior notice to you. Consequently, you should regularly check these Terms for changes. Your continued use of the Site and the Platform will amount to acceptance of the updated Terms.

Please read all of the terms of this agreement carefully before using the Site and the Platform. You understand that by clicking the box agreeing to these Terms or by continuing to use the Site, Platform or accessing the Services (defined below), you are agreeing to be bound by these Terms, including any changes to the Terms that may have been made since your prior use of the Site or Platform. If you do not accept the Terms (in whole or in part) you should immediately cease using the Site and the Platform.

1. Description of the Services

- 1.1 Training Paddock has developed and provides to its clients and customers the use of an online platform, including the web application, related documentation, websites (including source code and databases), a help desk system, other connectivity applications (APIs) and interfaces (the “**Platform**”), which enables businesses to access and review profiles of workers and students who have registered with Training Paddock and receive an introduction, connection or referral to workers and students (the “**Services**”). Training Paddock may from time to time also provide additional services that form the Services such as talent search services, evaluation, vetting, testing, behavioural interviewing or personal coaching services before making an introduction, or other online recruitment services.
- 1.2 While Training Paddock facilitates the referral or introduction of workers to employers, workers and employers will be responsible for agreeing between themselves the terms and conditions that will govern their relationship in relation to a work opportunity (“**Engagement Contract**”). The reference to “Engagement Contract” in these Terms includes the terms of any engagement, arrangement or agreement between the worker and employer arising from the Platform (express, implied or performed by the parties), regardless of whether a formal agreement has been signed or brought into existence.
- 1.3 Training Paddock is not a party to nor will it have any liability with respect to an Engagement Contract. Any Engagement Contract between the worker and employer which attempts to alter or modify these Terms must be agreed to in writing by Training Paddock.
- 1.4 Any new features, updates or upgrades, improvements or augmentation of the Site, Platform and related services are considered the Site, the Platform and the Services, and shall be subject to the terms of these Terms.

2. Term

- 2.1 Annual Subscription (if applicable). If you register for an annual subscription package with Training Paddock (“**Annual Subscription**”), your User Account (defined below) will commence on the date

your Training Paddock application form is accepted by us or the date you complete your registration with Training Paddock, whichever is the earlier ("**Commencement Date**") and continue (subject to clause 16 Cancellation and Termination), for a period of 12 months (or such other date as we may agree) ("**Initial Term**"), in accordance with these Terms. These Terms will be renewed for further successive 12 month periods at the expiry of the Initial Term, and each successive term ("**Renewal Term**"), unless you give us written notice of your intention to terminate these Terms within 90 days prior to the expiry of the Initial Term or relevant Renewal Term.

2.2 Monthly Subscription (if applicable). If you register for a monthly subscription package with Training Paddock ("**Monthly Subscription**"), your User Account will commence on the Commencement Date and continue on a month to month basis in accordance with these Terms. Subject to clause 16 (Cancellation and Termination), these Terms will continue to apply for so long as your User Account is open, or you access the Platform or use the Services, until such time as you give at least 30 days written notice of your intention to terminate these Terms.

3. Registration and Site Security

3.1 In order to use or access the Platform and the Services, you will need to register your details with Training Paddock. As part of the registration process, we will create a Training Paddock user account ("**User Account**") and provide you with a username and password for your User Account to allow you access to the Platform and Services. When you register, you may be requested to provide us with certain information such as your name, email address, work/position title, phone number, information about your company or organisation, and such other information to enable your registration as an employer on the Platform (hereinafter referred to as "**Credentials**"). These are your Credentials for accessing the Services on the Platform which is only available to registered users. In order to activate your User Account, you must ensure that your Credentials are accurate and current.

3.2 In registering an account with Training Paddock, you agree that you:

- a. are not impersonating any person or entity;
- b. are not violating any applicable state or federal law regarding use of personal or identification information;
- c. are authorised to create an account in the name of the company or organisation or otherwise hold yourself out as having an association with the company or organisation; and
- d. will provide, on demand from Training Paddock, verification of your Credentials in such form as required by Training Paddock.

3.3 All users who access the Site and Platform must do so with their own User Account and the User is and remains responsible at all times for its use of and access to the Site and Platform. You are responsible for maintaining the confidentiality of your User Account information including your username and password. You are and remain responsible for all use and activity carried out under this username and for preventing any unauthorised access and should promptly inform us of any security issues. You agree to accept responsibility for all changes to information and data that occurs under your User Account or password including any changes made by any other person or user. Training Paddock will not be held accountable for changes made by you.

3.4 Should you become concerned that unauthorised access has been made to your User Account, you must notify us immediately and take all appropriate steps to mitigate any harm unauthorised access may cause (such as change passwords and usernames).

3.5 We may, from time to time, use any of your Credentials to make our own enquiries (either by Training Paddock or by a third party engaged by us) as to the completeness, accuracy or truthfulness of your Credentials and the information you have provided to us including the verification of your identity, ownership of email address or financial accounts (if applicable). If you do not provide sufficient evidence within the time requested, we may suspend or cancel your registration and User Account (without prejudice to any other remedies we may have). Should we suspect or identify an individual to be inappropriately or unlawfully using any person or company's identity on the Site or Platform in a way that is unlawful or inappropriate, we may without notice to you, disclose that information to any relevant persons or authorities.

4. Licence to use the Platform

4.1 Subject to payment of the Fees pursuant to clause 7 (if applicable), Training Paddock grants you, for the Initial Term and each Renewal Term (where applicable), a non-exclusive, non-transferable

conditional licence to use the Platform (and any TP Content as defined in clause 11) for the sole purpose of obtaining the benefit of the Services, subject to these Terms.

4.2 In consideration for the granting of the licence under these Terms, you must not:

- a. resell, rent, distribute, market, lease, licence, sublicense, assign, display, transfer or otherwise commercially exploit for profit or gain or make available to any third party the Platform or the Services in any way;
- b. use the Platform or the Services for any purposes other than the purposes for which it was designed and (if applicable) for which you have paid the Fees, under these Terms;
- c. use the Platform or the Services in any way which violates the rights of a third party or infringes any other party's Intellectual Property Rights or for any inappropriate illegal or unlawful purpose;
- d. send or store material or upload files containing viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;
- e. encroach upon or interfere with the privacy of an individual;
- f. decompile, disassemble, reverse-engineer or otherwise attempt to discover, derive or interfere with any part of the source code, algorithms, methods or processes embodied in or used, in connection with the Platform or the Services, or any underlying data, infrastructure or other software;
- g. remove or alter any registered or unregistered trademark, logo, copyright notice, confidentiality marker or other proprietary or confidentiality notice appearing on or in the Platform or the Services;
- h. interfere with or disrupt the integrity or performance of the Training Paddock Site, Platform or the Services or any software used in connection with them, or attempt the same;
- i. do any act or thing whatsoever which may injure, impair or reduce or be likely to injure, impair or reduce the business, goodwill or reputation of Training Paddock and its related companies or its standing in the eyes of the public or any of its customers or clients; or
- j. without our prior written consent, use any of Training Paddock's confidential information or intellectual property to setup or conduct an agriculture sector technology company which provides services that are the same or similar to those provided by Training Paddock.

4.3 All rights not expressly granted by us to you in these Terms are reserved by us and our licensors. We reserve the right to, at any time, and without prior notice, disable or remove your User Account and/or access to the Platform and the Services in the event of any breach or suspected breach of this clause 4. In relation to any User Account which has more than one User, you undertake that: (a) the maximum number of Users authorised to access and use the Platform or Services shall not exceed the number of User Accounts you have purchased; (b) you will not allow any User Accounts to be shared or used by more than one individual User unless it has been reassigned from time to time to another individual User who is replacing the former User who has terminated employment or otherwise changed job status or function and no longer uses the Services or Platform in that capacity and Training Paddock has been notified of such change in advance in writing; and (c) each User shall keep a secure password for use of the Platform and Services and that such password shall be kept confidential. The conditions upon which the above licence is granted are material terms of the Terms and shall survive after termination of these Terms.

4.4 You shall be responsible for ensuring that you, and your business, comply with all applicable laws and regulations in force in using and accessing the Site, Platform and the Services, and in approaching, interviewing, and engaging with any workers or students arising from such use.

5 No Background Checks and Worker Information

5.1 Training Paddock relies on the information that employers and workers provide in order to provide the employer/worker profiles and display the work opportunities on the Platform. This information is used in the Platform and the Services. Training Paddock is not required to, nor does it, verify the truth, accuracy, appropriateness or completeness of the information provided to us. We do not undertake any background checks or other assessments on workers or students or in relation to any work opportunities displayed on the Platform. Any information Training Paddock makes available is based on the information provided to us. Training Paddock makes no representations (express or implied) and does not guarantee the quality, safety or legality of the services or work opportunities displayed, the truth or accuracy of the listings, the qualifications, background or identities of workers, or the suitability or ability of workers, nor does it endorse or make specific recommendations about any workers or employers.

5.2 Training Paddock does not guarantee the placement of any workers or students with your business.

6. Platform Content

6.1 We do not have, and expressly disclaim, any liability in connection with any content, information, data, text, graphics, images, documents or materials posted by any users on our Platform including any content that you post or upload to your User Account or otherwise to the Platform ("**Posted Content**"). We cannot guarantee, and make no representations, in relation to the completeness or accuracy of any Posted Content.

6.2 For all your Posted Content, you warrant and must ensure that:

- a. the contents are truthful and is or will upon supply to the worker or student, be provided with such other information as is reasonably necessary to ensure that the worker or student is fully informed as to the work opportunity sought by you;
- b. you hold all necessary privacy consents and permissions to enable us to provide the Site, Platform and the Services under these Terms;
- c. it is compliant with all applicable laws and licensing requirements;
- d. it does not include any defamatory content or other illegal material;
- e. it is not misleading, deceptive or materially inaccurate in any way, including in relation to the availability, nature, terms or conditions or any other matter relating to the work opportunity sought by you;
- f. you own or are licensed to use the Intellectual Property Rights in your Posted Content. This includes copyright in respect of any text you post, as well as the right to use or display any image or logo; and
- g. it is and shall remain accurate, true and correct and that you will update this information held by us to reflect any changes as soon as possible, and you agree to inform us of any update or change in this information immediately upon becoming aware.

6.3 By registering with Training Paddock you agree that Training Paddock may share any Posted Content including information, materials, images, documents or data you provide or upload to your User Account or otherwise to the Platform to third parties (such as students and workers registered with the Platform) in order for Training Paddock to provide the Platform and the Services.

6.4 Notwithstanding the foregoing, to the extent permitted by law, we do not, nor are we under any obligation or duty to you or anyone else to monitor, consider, evaluate, assess, review, screen, censor or remove any Posted Content. We do not have (and expressly disclaim) any liability in connection with any monitoring, consideration, evaluation, assessment, review, screening, censoring or removal of Posted Content or any failure or refusal on our part to do so.

6.5 You are solely responsible for all your Posted Content. You agree to indemnify us, our related companies, officers, directors, employees and agents, against any claims, liability, loss, costs, action or damages arising from or incurred in connection with your Posted Content including any claim, loss, damages or liability that may be made against us that any Posted Content provided to us by you in accordance with these Terms infringes the Intellectual Property Rights or moral rights of any third party or any law.

6.6 We reserve the right to keep the Posted Content on the Platform unless removed earlier by the user.

6.7 We reserve the right to remove any Posted Content, suspend your profile or cancel your registration, at any time, if you or any other users have breached these Terms or if we determine in our absolute discretion that the Training Paddock brand, operations (including Site, the Platform any blogs or membership) or business (including its clients, partners or affiliates) may be adversely affected or harmed as a result of your registration or continued use of the Platform and Services.

6.8 We will not have any liability in connection with the deletion, loss, or unauthorised modification of any of your Posted Content.

7. Purchases (to be used where the purchase of services is available to users)

7.1 Where the User has agreed to purchase certain services made available by Training Paddock, you agree to pay us the applicable fees for access to and use of the Platform and the Services in accordance with these Terms (the "**Fees**"). The Fees are exclusive of any applicable GST. Except where otherwise agreed between us, the Fees will be deducted from your nominated payment method, monthly in advance. The Fees are non-cancellable and to the extent permitted by law, all amounts paid are non-refundable. You agree to provide to us on request, such information as we may reasonably require including but not limited to details of your credit or debit card, or nominated bank account, and to do such things as we may reasonably require (including completion of any

direct debit form) (“**Payment Information**”) to enable us to establish satisfactory Fee payment processes. You acknowledge that you may not be able to access the Platform or the Services until you have provided the required Payment Information and paid any outstanding Fees. ‘GST’, ‘tax invoice’ and related terms have the same meanings as in the *A New Tax System (Goods and Services Tax) Act 1999*.

- 7.2 Your access to the Platform and/or Services may be suspended if you fail to pay any invoice within 30 days of receiving notice that payment is overdue. Training Paddock may increase the Fees for each User Account during any Renewal Term of these Terms and will provide at least 30 days written notice.

8. Accuracy, Completeness and Timeliness of Information

- 8.1 The information on the Site and the Platform is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on the Site and the Platform, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on the Site or the Platform. You should monitor any changes to the information contained on the Site and the Platform.
- 8.2 We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of the Site, Platform or a linked website. You must take your own precautions to ensure that whatever you select for your use of the Site and Platform is free of viruses or anything else (such as worms or trojan horses) that may interfere with or damage the operations of your computer systems.
- 8.3 We may, from time to time and without notice, change or add to the Site, the Platform or the information, products or services described in it. However, we do not undertake to keep the Site or the Platform updated. We are not liable to you or any other third party if errors occur in the information on the Site or the Platform or if that information is not up to date.

9. Support

- 9.1 Training Paddock provides a support helpdesk where support is available for any enquiries relating to the Site, Platform or the Services, where Training Paddock support staff can be contacted by e-mail at support@trainingpaddock.com.au.
- 9.2 For the avoidance of any doubt, you are solely responsible for directly responding to any worker or student enquiry where an introduction is made through the Platform.

10. Linked Sites

- 10.1 Our Site and Platform may contain links to websites operated by third parties. The inclusion of such links is provided for your convenience and information only and should not be interpreted as an endorsement of the owner/sponsor of the website or the content of the website. Unless expressly stated otherwise, we are not responsible for the content on any linked websites to or from the Site or the Platform and have no control over or rights in those linked websites. Your linking to any other website is entirely at your own risk.
- 10.2 To the extent permitted by law, Training Paddock disclaims all warranties, express and implied, as to the accuracy, validity, legality or otherwise of any materials or information contained on such websites.

11. Intellectual Property

- 11.1 Training Paddock (and its licensors) own all Intellectual Property Rights contained or embodied in or associated with the Site, Platform and the Services it provides (including but not limited to any software, images, photographs, animations, video, audio, music, text and applets incorporated into the Platform, and any accompanying documentation and printed materials) (“**TP Content**”) with the exception of your Posted Content, which shall remain your intellectual property but which you licence to us in accordance with the licence below.
- Training Paddock does not grant you any right, title or interest in or to the Platform or Services, other than the conditional licence to use the Platform and Services under clause 4 of these Terms.
- 11.2 Any Intellectual Property Rights created during the course of the Services or arising under as a result of your use of the Site or Platform shall vest in and remain the property of Training Paddock (“**Created IP**”). Training Paddock grants you a limited, revocable licence to use the Created IP for the sole purpose (and no purpose other than) of allowing you to obtain the benefit of the Services. Such licence shall terminate upon termination, completion or expiry of these Terms, and may otherwise be

terminated by Training Paddock at any time at Training Paddock's absolute discretion. You agree that any written materials provided to you in connection with your use of the Platform or Services are for your own personal use and you may not redistribute, disseminate, publish, or display such material to any third parties without the prior written permission of Training Paddock.

- 11.3 Any reproduction or redistribution of the Site, Platform or TP Content is prohibited. In addition, you must not copy the TP Content or any other Intellectual Property Rights of Training Paddock to any other server, location or support for publication.
- 11.4 The URLs representing the Training Paddock websites, such as www.trainingpaddock.com.au, and all related brands and logos of Training Paddock and Training Paddock's products and services are owned by Training Paddock (or Training Paddock's licensors) and may not be copied, imitated, used or displayed, in whole or in part, without first obtaining the written permission of Training Paddock.
- 11.5 In relation to your Posted Content and your use of the Site and the Platform, you grant to us an unconditional, perpetual, worldwide, irrevocable, fully paid and royalty free licence and right to use, display, copy, modify, adapt, reproduce, host, store, publish, commercialise and prepare derivative works of all such materials, information and content forming all or part of your Posted Content.
- 11.6 You consent to us displaying the name and/or logo of your relevant company or organisation on the Platform in the context of the Training Paddock services. The name of your company may appear in lists on the Platform that may be visible to other users (for example in dropdown menus or auto-filling text entry forms). You acknowledge that, if you post content on the Site or the Platform, the fact that your company or organisation is using the Site or the Platform does not constitute confidential information and you consent to our use of such content in the manner described above.
- 11.7 In addition, you consent to us promoting the Site and Platform in media and advertising independently of the Site and Platform (whether online, in print advertising or otherwise), and using and publishing the name and/or logo of the relevant company or organisation for this purpose. You acknowledge and agree that we are not required to obtain any additional or separate consent from you before doing this, provided we use your company name and logo in a manner that is consistent with your Posted Content and we do not do anything that could result in you or your company breaching applicable laws.

For the purposes of these Terms "**Intellectual Property Rights**" includes both in Australia and throughout the world and for the duration of such rights, any rights, title and interest in any:

- a. business names, patents, utility models, copyrights, eligible layout rights and registered designs registered or unregistered trade marks or service marks, trade names, brand names, domain names, indications of source or appellations of origin, plant variety rights, and commercial names and designations;
- b. invention, discovery, trade secret, know how, computer software and confidential, scientific, technical and product information;
- c. other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields whether industrial, commercial, agricultural or extractive and whether dealing with manufactured or natural products; and
- d. letters patent, deed of grant, certificate or document of title for any thing referred to in paragraphs (a) to (c) of this definition and any medium in which any thing referred to in those paragraphs is stored or embodied.

12. Warranties and Disclaimers

- 12.1 Training Paddock, its related companies, officers, employees, licensors and suppliers provide the Site, Platform, TP Content and the Services "as is". To the maximum extent permitted by law, including the Australian Consumer Law, Training Paddock makes no warranties or representations about the Site, Platform, TP Content or the Services, including but not limited to warranties or representations that they will be complete, accurate or up to date, that access will be uninterrupted or error-free or free from viruses, or that the Site or the Platform will be secure.
- 12.2 Training Paddock does not guarantee continuous, uninterrupted access to the Site, the Platform or related services, or operation of the Site or the Platform. You are responsible for implementing appropriate security processes, systems and procedures to protect yourself and your business from the download of any virus, worms, trojan horses or other code that has contaminating or destructive qualities.
- 12.3 You are solely responsible for all decisions you make in connection with your use of the Site, Platform and the Services. Training Paddock does not purport to have any expert knowledge of the workers

and students profiled in the Platform and shall not be liable for the suitability or fitness of any workers or students placed with your business. Accordingly, you shall use the Site, Platform and the Services at your own risk and you shall take all reasonable actions (including, but not limited to, interviewing of candidates face to face wherever possible) and conduct comprehensive reference checks to determine the suitability of the candidate for employment or placement with you or your business.

13. Limitation of Liability

- 13.1 To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall Training Paddock be liable for any indirect or consequential loss, damage or expense (including lost profits, loss of use of data, lost sales or business, lost data, business interruption) or any other such loss incurred in connection with these Terms or your use of the Site, Platform, TP Content or the Services.
- 13.2 You agree that Training Paddock is not liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any government authority, war, sabotage, terrorist activity or threat, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Site, Platform or the Services.
- 13.3 Subject to clauses 13.1 and 13.4 of these Terms and to the extent permitted by law, the total aggregate liability of Training Paddock (including any of its affiliates) for damages (monetary or otherwise) arising under these Terms for claims made by you or any third party arising from the Site, Platform, TP Content or the Services, is limited to the greater of; (i) \$100, and (ii) the Fees payable in the preceding 12 month period (if applicable).
- 13.4 If any warranties are implied by law that cannot be excluded, then to the maximum extent permitted by law, our liability for breach of such warranties is limited to, at our option;
- a. in the case of products:
 - i. the replacement of the products or the supply of equivalent products; or
 - ii. the payment of the cost of replacing the products or acquiring equivalent products;
 - b. in the case of services:
 - i. the supply of the services again; or
 - ii. the payment of the cost of having the services supplied again.

Nothing in these Terms limits in any way Training Paddock's liability for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability, including under the *Competition and Consumer Act 2010* (Cth), the statutory consumer guarantees under the Australian Consumer Law, or similar applicable laws in the States and Territories of Australia.

14. Indemnity

- 14.1 You agree to defend, indemnify, and hold us, our related companies, officers, directors, employees and agents harmless from and against any claim, suit, loss, damage, liability, demand, action, or proceeding (including legal fees) arising out of or in connection with: (a) any breach by you of these Terms; (b) any wrongful or improper access to, use, or misuse of the Site, the Platform, TP Content, or the Services; or (c) any content provided through your User Account.

15. Confidentiality

- 15.1 Each party shall keep all information which is provided to it and which by its nature is or appears to be by its nature confidential or sensitive, and shall not disclose such confidential information without the prior written consent of the other party except where such disclosure is required or compelled by law or (in the case of Training Paddock) where it is reasonably necessary to provide the Training Paddock Platform and Services.
- 15.2 In addition to clause 15.1, all information and materials provided to the User by (or on behalf of) Training Paddock in connection with these Terms (including resumes, skills maps and worker profile information) are confidential and the User must not, and must procure that its affiliates, employees, agents and officers, do not, disclose any such details or information to any third party without Training Paddock's prior written consent, save to the extent that such disclosure:
- a. is strictly necessary for the User to obtain the benefit of the Platform and the Services provided under these Terms;
 - b. is required by law; or

- c. is in the public domain (other than by breach of a confidentiality undertaking).

16. Cancellation and Termination

- 16.1 We reserve the right, with notice to you, to restrict, suspend or terminate your access to the Site, Platform, and/or the Services, or any feature of the Site or the Platform, and we will not be responsible to you or any third party for any loss, cost, damage or liability that may arise as a result.
- 16.2 These Terms may be terminated by Training Paddock:
 - a. if you breach any of these Terms, by giving you written notice of the relevant breach, if the breach has not been remedied within 14 days of such notice;
 - b. immediately on notice to you for any substantial breaches of these Terms by you. We reserve the right to terminate your access to the Platform and Services immediately on becoming aware of your breach; and
 - c. immediately on notice in the event that you cease business, become insolvent, take steps to wind up, or upon the appointment of any insolvency practitioner, trustee or custodian to all or part of your assets or business, or if you assign or purport to assign your rights otherwise than as permitted by these Terms.
- 16.3 These Terms may be terminated by you:
 - a. if you have a Monthly Subscription, at any time by giving us 30 days prior notice in writing to support@trainingpaddock.com.au (or as otherwise directed by Training Paddock) of your intention to terminate;
 - b. if you have an Annual Subscription, for convenience by giving us notice in writing to support@trainingpaddock.com.au (or as otherwise directed by Training Paddock) of your intention to terminate within 90 days before the expiry of the Initial Term or relevant Renewal Term, or immediately on notice by paying an early termination fee (if applicable), calculated as the outstanding amount payable between the date of your notice of termination and the end of the Initial Term, or current Renewal Term (as the case may be); or
 - c. where paid subscriptions do not apply, at any time by giving us 30 days prior notice in writing to support@trainingpaddock.com.au (or as otherwise directed by Training Paddock) of your intention to terminate.
- 16.4 If these Terms expire or are terminated for any reason, immediately upon expiry or termination, the licence granted under these Terms ceases and your access will be cancelled to all related systems, software and materials, including the Platform and the Services.

17. Privacy

- 17.1 Your registration and use of the Site, Platform and Services is conditional upon you agreeing and complying with our Privacy Policy found [here](#). The Site, Platform and Services can only provide the intended services to Users by using personal information in the manner contemplated in the Privacy Policy, and we may collect, use and disclose your personal information for the purposes described in the Privacy Policy which is available on the Site and the Platform. If you do not agree to us collecting, using or disclosing your personal information in the manner contemplated by these Terms and our Privacy Policy, you must not use the Site, Platform or the Services.
- 17.2 If you intend to post any personal information on the Site or Platform that relates to a third party (including their name, email address or phone number), you must obtain their consent before doing so.
- 17.3 If you have any questions or concerns relating to privacy, please contact us in accordance with the process and procedure set out in our [Privacy Policy](#).

18. Survival

- 18.1 The following clauses shall survive any termination of these Terms: 4.2, 6. Platform Content, 8. Accuracy, Completeness and Timeliness of Information, 10. Linked Sites, 11.1, 11.3, 11.4, 11.5, 12. Warranties and Disclaimers, 13. Limitation of Liability, 14. Indemnity, 15. Confidentiality, 16. Cancellation and Termination, 17. Privacy, 18. Survival, 19. Dispute Resolution, 20. Jurisdiction and Governing Law, and 21. Miscellaneous.

19. Dispute Resolution

- 19.1 Subject to clause 19.4, the parties must attempt to settle by negotiation any dispute in relation to these Terms before resorting to external dispute resolution mechanisms.

- 19.2 If a dispute is not settled by the parties within fourteen (14) days of one party sending to the other party written notice of the dispute, the dispute must be submitted to mediation. If the dispute is not settled by the parties within thirty (30) days of mediation, either party may commence court proceedings in relation to the dispute.
- 19.3 Notwithstanding the existence of a dispute each party must continue to perform its obligations under these Terms, except where the performance of an obligation is the subject matter of the dispute.
- 19.4 A party may commence court proceedings relating to any dispute arising from these Terms at any time where that party seeks urgent interlocutory relief.

20. Jurisdiction and Governing Law

- 20.1 These Terms are governed by and interpreted under the laws of the state of New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts exercising jurisdiction in the state of New South Wales, Australia.

21. Miscellaneous

- 21.1 You may not assign or transfer, whether in whole or part, the benefit of these Terms or any rights or obligations hereunder, without our prior written consent. We may at any time, directly or indirectly, assign, subcontract, or otherwise transfer or delegate or deal in any other manner with any or all of our rights under these Terms, provided that we give prior notice of such dealing to you.
- 21.2 A right created under these Terms may not be waived except in writing signed by the party granting the waiver. The failure of either party to enforce a term of these Terms will not be interpreted as a waiver of that term.
- 21.3 Any failure by us to act with respect to a breach by you or others does not waive any right we may have to act with respect to subsequent or similar breaches.
- 21.4 If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.
- 21.5 Each party bears its own costs and expenses in relation to these Terms.
- 21.6 Nothing in these Terms creates or is intended to create any relationship of agency, partnership, joint venture, employment or similar between the parties. You have no authority to bind us or our related entities in any way.
- 21.7 These Terms state all the express terms of the Terms and details the entire understanding between the parties in respect of its subject matter. The Terms supersedes all prior discussions and negotiations between you and Training Paddock (other than written agreements accepted by both parties).
- 21.8 These Terms may be executed in any number of counterparts.