
COMPLILEARN SUBSCRIPTION AGREEMENT
1. DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions:

Access Fee means the fee payable by You to CompliSpace for the subscription of CompliLearn and Licensed Content as specified in the Online Application Form or Schedule 1 and in accordance with **clause 3**.

Australian Privacy Principles means the principles contained in Schedule 1 of the Privacy Act.

Business Day means a day which is not a Saturday, Sunday or public holiday in Sydney, New South Wales.

Competition and Consumer Act means the *Competition and Consumer Act 2010* (Cth).

CompliLearn means the online learning management system provided to You by CompliSpace through a hosted learning system and includes Licensed Content.

CompliLearn IP means all Intellectual Property and moral rights contained in or arising out of the CompliLearn and Licensed Content, including all related documentation and marketing material, all modifications, variations, improvements and/or enhancements in or relating to the CompliLearn and Licensed Content whether developed by CompliSpace, a Content Partner or You.

CompliSpace means CompliSpace Pty Ltd (ACN 151 135 072) of Level 4, 179 Elizabeth Street, Sydney NSW 2000.

Content Partners means any third party author, designer, creator or provider of Intellectual Property for use in the Licensed Content from time to time, but does not include CompliSpace.

GST has the meaning prescribed in the GST Act (i.e. Act known as *A New Tax System (Goods and Services Tax) Act 1999* (Cth)).

Commencement Date means the date that You accept these Terms and Conditions.

Confidential Information in relation to a party means all knowledge and information (including personal information) pertaining to or concerning that party which is disclosed to the other party and which is designated as confidential by that party or is by its nature confidential.

Corporations Act means the *Corporations Act 2001* (Cth).

Enhancement means a new version, upgrade, maintenance release, development, modification, improvement or variation of CompliLearn which may alter, improve or enhance the performance of the CompliLearn.

Further Term means 12 months.

Initial Term means 12 months from the end of any Promotional Offer(s).

Insolvency Event means in relation to a party:

- (a) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the assets or undertaking of the party;
- (b) the party suspends payments of its debts generally;
- (c) the party is or becomes unable to pay its debts when they are due or is unable to pay its debts within the meaning of the Corporations Act;
- (d) the party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (e) an application or order is made for the winding up or dissolution of, or the appointment of a provisional liquidator to the party or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the party otherwise than for the purpose of an amalgamation or reconstruction;
- (f) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person's creditors or members or a moratorium involving any of them; and
- (g) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of a person.

Intellectual Property means all intellectual property rights, including all copyright, patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; inventions, know-how, secret formulae and processes, lists of customers and suppliers and other proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation; database rights; and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.

Licensed Content means curated learning content developed by CompliSpace in conjunction with Content Partners and delivered through CompliLearn.

Online Application Form means the web-based application form that is completed and submitted, and which specifies the Licensed Content.

Privacy Act means the *Privacy Act 1988* (Cth).

Promotional Offer has the meaning given in clause 5.

Taxable Supply has the meaning prescribed in the GST Act (i.e. the Act known as *A New Tax System (Goods and Services Tax) Act 1999* (Cth)).

Term means the Initial Term and any Further Term.

You means you, the subscriber to and licensee of the CompliLearn Content.

2. LICENCE

2.1 Grant of licence

Subject to these Terms and Conditions, CompliSpace grants You a non-exclusive and non-transferable licence to use CompliLearn and any Licensed Content for the duration of the Term.

2.2 Variation of Licensed Content

- (a) You may elect to vary the Licensed Content made available to You at any time during the Term by selecting additional learning modules. You agree that You may incur additional fees for any such variation in accordance with **clause 3(b)**.
- (b) The parties acknowledge and agree that any variation of the Licensed Content under this **clause 2.2** shall not extend the Term and that any additional or alternative learning modules made available to You will be available for the Term only.

3. FEES

- (a) You must pay the Access Fee for the Initial Term and any Further Terms within 14 days following the receipt of a valid tax invoice.
- (b) If you elect to vary the Licensed Content during the Term, You may be required to pay additional fees in respect of such variation on a pro rata basis having regard to the Licensed Content previously made available to You, the Access Fee previously paid by You and the remaining period of the Initial Term or Further Term, whichever relevant.
- (c) CompliSpace may change the fees of CompliLearn and the Licensed Content from time-to-time; however, any fee changes will

apply to subsequent Further Terms following notice of change(s) to You.

4. GST

4.1 Exclusive of Tax

Unless expressly stated to the contrary, all prices, fees, and other charges specified in the Online Application Form and these Terms and Conditions are exclusive of any and all taxes and duties including GST.

4.2 Payment Increased by GST

The parties acknowledge that some supplies made under or in connection with the Online Application Form and these Terms and Conditions may be Taxable Supplies. To the extent that any supply made under or in connection with [the Online Application Form and] these Terms and Conditions is a Taxable Supply, then the consideration for that supply is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply (except to the extent that the consideration is expressed to be inclusive of GST) and is payable by the Client. The additional consideration is payable at the same time and in the same manner as the consideration to which it relates.

5. PROMOTIONAL OFFERS

Your access to CompliLearn and any Licensed Content may include a free trial period or other promotional discount or benefit (**Promotional Offer**). CompliSpace reserves the right to offer, withdraw, change, cancel or determine Your eligibility for any Promotional Offer at its absolute discretion. Promotional Offers may be subject to terms and conditions which shall apply in addition to, and prevail to the extent of any inconsistency with, this subscription agreement.

6. RESTRICTIONS ON USE

You must not, without CompliSpace's prior written consent (which may be withheld in CompliSpace's absolute discretion) transfer, sub-license, sell, rent, lease, lend, duplicate, distribute, broadcast or otherwise commercialise the whole or any part of the Licensed Content, including by giving any third party access, or reverse engineer (including, without limitation, reverse assemble or reverse compile) or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the Licensed Content and must not attempt to access, copy, modify, alter or tamper with the Licensed Content in any manner other than as expressly authorised by these Terms and Conditions, or allow any other person to do any such act.

7. SECURITY

You are solely responsible for the use, supervision, management and control of the Licensed Content and You must ensure that the Licensed Content is protected at all times from misuse, damage, destruction or any other form of unauthorised use.

8. TERM

8.1 Term

- (a) The subscription agreement commences on the Commencement Date and continues to the end of the Initial Term.
- (b) Upon expiry of the Initial Term, the subscription agreement will automatically renew on a roll over basis for a Further Term unless terminated in accordance with **clause 8.2(a)**.

8.2 Termination

- (a) You may terminate this subscription agreement at any time but no less than two weeks prior to the expiry of the Initial Term, or any Further Term by giving written notice to CompliSpace, and you will continue to have access until expiry of the Initial Term or any Further Term.
- (b) You are not entitled to a refund of the Access Fee or any portion of the Access Fee if this subscription agreement is terminated under **clause 8.2(a)** or for any other reason.

8.3 Breach

Notwithstanding **clause 8.2(a)**, either party may terminate the subscription agreement with immediate effect by giving notice to the other party if:

- (a) the other party breaches any material provision of these Terms and Conditions and fails to remedy the breach within 20 Business Days after receiving notice requiring it to do so;
- (b) the other party breaches a material provision of these Terms and Conditions and such breach is not capable of remedy; or
- (c) an Insolvency Event occurs in relation to the other party.

9. WARRANTIES AND DISCLAIMER

9.1 Privacy

- (a) Each party warrants that it will comply with the provisions of the Privacy Act including the Australian Privacy Principles.
- (b) Each party acknowledges and agrees that nothing in this document restricts a party from complying with privacy laws, including without limitation the Privacy Act and the Australian Privacy Principles.

9.2 Provider Warranties and Disclaimer

CompliSpace makes no warranty, express or implied, with respect to the Licensed Content or any other Confidential Information including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose or the warranty of non-infringement of Intellectual Property rights of any third party. The entire risk arising out of the use of the Licensed Content remains with You. In no event shall CompliSpace be liable for any damage whatsoever arising out of the use of or inability to use the Licensed Content.

10. ACCURACY OF LICENSED CONTENT

You acknowledge and agree that:

- (c) the Licensed Content may be provided to assist You in Your education career, learning and professional development but is not designed or intended to ensure or guarantee such learning and professional development. You acknowledge that You remain solely responsible for Your education career and professional development.
- (d) Whilst CompliSpace uses reasonable endeavours, due care and skill to curate the Licensed Content in conjunction with the Content Partners, CompliSpace gives no guarantees or warranties in respect of the accuracy or currency of the Licensed Content.

11. ENHANCEMENTS AND VARIATIONS

11.1 Enhancements

CompliSpace may provide Enhancements to CompliLearn during the Term of the subscription agreement.

11.2 Variations

CompliSpace may make variations to the Licensed Content available to You from time-to-time without notice to You.

12. CONTENT PARTNERS

You acknowledge that:

- (a) a Content Partner may terminate its arrangement with CompliSpace at any time and that any Licensed Content developed and owned by such Content Partner may be removed from CompliLearn as a result of such termination; and
- (b) CompliSpace provides no guarantee in respect of the availability of any Licensed Content developed and owned by Content Partners during the Term.

13. CONFIDENTIALITY

Each party must maintain the confidentiality of the other party's Confidential Information and will not without the prior written consent of the other party, use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under these Terms and Conditions. Each party must take all precautions reasonably necessary to prevent any unauthorised use, disclosure, copying, publication or dissemination of the other party's Confidential Information.

14. INTELLECTUAL PROPERTY

- (a) You acknowledge and agree that the CompliLearn IP at all times remains the property of CompliSpace (or the Content Partner as the case may be) and nothing in these Terms and Conditions shall give You any right, title or interest in any of the CompliLearn IP. To the extent that You are deemed to own any CompliLearn IP, You hereby assign to and in favour of CompliSpace all rights present and future that You have or may have in the CompliLearn IP. You must at Your own cost execute all documents and do all such other things necessary or as reasonably required by CompliSpace to give effect to this **clause 14**.
- (b) Any Intellectual Property created or conceived by CompliSpace upon instruction or request from You remains the sole property CompliSpace (or the Content Partner as the case may be) and nothing in these Terms and

Conditions shall give You any right, title or interest in any such Intellectual Property.

15. IMPLIED TERMS

All express and implied terms, conditions and warranties which otherwise might apply to, or arise out of, this subscription agreement are excluded other than any terms, conditions and warranties which by law cannot lawfully be excluded or modified by agreement including those under the Competition and Consumer Act and corresponding provisions of state legislation.

16. LIABILITY OF PROVIDER

16.1 No Liability for Consequential Loss or Damage

Except in relation to liability for personal injury (including sickness and death), CompliSpace is under no liability to You in respect of any consequential loss or damage which may be suffered or incurred or which may arise directly in respect of goods or services supplied pursuant to these Terms and Conditions (including, without limitation, the Licensed Content) or in respect of a failure or omission on the part of CompliSpace to comply with its obligations under these Terms and Conditions.

16.2 Liability for Actual Loss

CompliSpace's entire liability under or in connection with these Terms and Conditions or the Licensed Content whether in contract, tort (including negligence or breach of statutory duty) or otherwise is limited to the Fees paid by You over the immediately preceding 12 months.

16.3 No Reliance

You warrant that You have not relied and do not rely on any representation made by CompliSpace that has not been stated expressly in these Terms and Conditions, or upon any descriptions, illustrations or specifications contained in any marketing material produced by CompliSpace and You acknowledge that, to the extent CompliSpace has made any representation that is not otherwise expressly stated in these Terms and Conditions, You have had an opportunity to independently verify the accuracy of that representation.

17. STORAGE & BACKUPS

CompliSpace must procure that an appropriate system is maintained for backup and storage of the Licensed Content with daily backups of the Licensed Content being stored for a period of 2 weeks.

18. GENERAL

18.1 Entire Agreement

These Terms and Conditions and the Online Application Form constitute the entire agreement between the parties in relation to any matter dealt with in these Terms and Conditions or the Online Application Form and supersede any earlier agreement or understanding between the parties and any earlier condition, warranty, indemnity or representation imposed, given or made by a party, in relation to that subject matter.

18.2 Agreement Changes

CompliSpace may, at its discretion, change the Terms and Conditions and all elements of them in this agreement and any aspect of CompliLearn at any time without notice to You by posting changes on the CompliSpace Website. If any change to the Terms and Conditions is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes and the remainder of the Terms. Your continued use of CompliLearn after we change the Terms and Conditions constitutes your acceptance of the changes. If you do not agree to any changes, you must not use CompliLearn and must cancel your subscription .

18.3 Assignment

You must not assign or novate Your rights and obligations under these Terms and Conditions without CompliSpace's prior written consent.

18.4 Waiver

Waiver of any power or right under these Terms and Conditions must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. These Terms and Conditions may only be altered or modified in writing signed by all parties.

18.5 Severability

Part or all of any clause of these Terms and Conditions that is illegal or unenforceable must be severed from these Terms and Conditions and will not affect the continued operation of the remaining provisions of these Terms and Conditions.

18.6 Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws in force in the State of New South Wales.