



Terms and Conditions of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SERVICE.

1. Definitions

1.1. In these terms and conditions the following definitions apply:

Account means an account created for the purpose of accessing and using the Service.

Act(s) mean any legislation or statutory instrument of a State or Territory of Australia or of the Commonwealth of Australia.

Claim means any action, claim, proceeding or demand whatsoever in relation to any dispute, whether presently existing or arising at any time in the future and whether referable to events or circumstances which have already occurred or which may occur in the future.

Confidential information means all information in whatever form be it oral, in writing or electronic concerning the Service but does not include information that is in the public domain or was previously known to a third party.

GST has the meaning set out in s. 195-1 of the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended.

Intellectual Property means copyright, registered and unregistered trademarks, design, patent, trade, business, company or domain names, any right to have confidential information kept confidential, other proprietary rights or any rights to registration of such rights existing anywhere in the world.

Loss means all losses, costs, expenses and damages (including legal costs and disbursements) sustained or incurred, whether directly or indirectly or consequentially or in any other way.

Moral Rights means moral rights under the *Copyright Act 1968* (Cth) or any similar rights existing under foreign laws.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Service means the Steam Capital's services defined in Clause 2.1 as they exist from time to time.

Service Period means the period of use of the Service.

2. General Terms

- 2.1. These terms and conditions of use ("**Terms**") govern the Service provided by Steam Capital Pty Ltd ABN 82 625 827 205 ("**Steam Capital**") and/or its related or affiliated entities and comprise the following non-exhaustive Services, however accessed:
 - a. www.steamcapital.com.au ("**the Website**");
 - b. The Steam Capital mobile application ("**the App**");
 - c. The Steam Capital course material; and
 - d. The Steam Capital course content.
- 2.2. The Service offered to you includes, from time to time, in person and online courses relating to various topics ("**the Courses**"). Completion of the Courses requires the creation of a registered user account ("the "**Account**").
- 2.3. By accessing, downloading or using the Services, you acknowledge that you have read, understood and agreed to be bound by these Terms and Steam Capital's Privacy Policy located at www.steamcapital.com.au/privacy ("**Privacy Policy**").
- 2.4. You acknowledge and agree that these Terms constitute a binding and enforceable agreement between you and Steam Capital made with and for good consideration (the provision of the Services and the Courses).
- 2.5. All payments for the use of the Services must be made in advance.
- 2.6. You must be legally entitled to purchase and/or use the Services in every respect. By entering into any transaction to use the Services, you warrant that you are legally entitled to do so in every respect.
- 2.7. Use of the Services, access the Courses and creation of an Account is restricted to persons who:
 - a. are over eighteen (18) years old; or
 - b. are over thirteen (13) years old and have the consent of their parent or guardian.
- 2.8. By accessing the Services or creating an Account, you warrant that you comply with these Terms, including Clause 2.7.
- 2.9. Steam Capital may accept or decline to provide its Services at its sole discretion.
- 2.10. Steam Capital reserve the right to suspend, or cancel, an account at its absolute discretion.
- 2.11. Steam Capital reserves the right to amend or modify these Terms at any time, and it is your responsibility to review these Terms for any changes. If you do not agree to the revised Terms, your recourse is to discontinue the use of the Services. Your continued use of the Services following any amendment of these Terms renews your agreement and acceptance of the revised Terms.

3. Access

- 3.1. In order to use the Services or access the Courses, you must create an Account which requires you to:
 - a. complete your registration details as required on the Website or App;
 - b. provide Steam Capital with Personal Information; and
 - c. create a password (“ **your Password**”).
- 3.2. You agree that you will not create an Account for another other than you without their express permission.
- 3.3. You are only permitted to create one (1) Account, which must exclusively be used for personal use.
- 3.4. You agree to use the Services strictly for personal use and you undertake not to reproduce, sell, hire or in any other way make use of the Services for commercial gain.
- 3.5. Your security is important to us and you agree that you will maintain confidentiality of your Account, including your Password, and will not allow or authorise (directly or indirectly) any other person to use or access your Account.
- 3.6. You must not, and you agree and undertake that you will not, attempt to access or actually access any other user’s Account.
- 3.7. You must not use the Services, the Website or the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms.
- 3.8. In order to access and use the features of the Services, the Website or the App, you acknowledge and agree that you will provide Steam Capital with such Personal Information and/or Sensitive Information as reasonable required by Steam Capital, including a copy of your current Australian Driver’s License. The Renter and the Host agree that the provision of any Personal Information and/or Sensitive Information associated with the use of this Service will be subject to the Privacy Policy.
- 3.9. Upon the satisfactory completion of a Course(s), as they exist from time to time, Steam Capital may award you with a certificate or statement acknowledging your completion of a Course(s).
- 3.10. You acknowledge and agree that any certificate issued to you by Steam Capital does not convey any academic credit or entitle you to any recognition of prior learning. A certificate or statement is not equivalent to any award or qualification that might be awarded by an Education Provider (as this term is commonly understood). The content of any certificate or statement will be determined by us, in our sole discretion, and may change from time to time and from course to course.

- 3.11. Steam Capital, at its sole discretion, reserves the right to alter, modify, remove, cancel or reschedule Courses and the issuance of any statement or certificate relating thereto.

4. Pricing

- 4.1. All prices are in Australian Dollars (\$AUD) and are inclusive of GST.
- 4.2. Steam Capital reserves the right to alter prices from time-to-time at its sole discretion.

5. Payment

- 5.1. The Services are provided for the fee stipulated on the Website and/or App as it appears from time-to-time ("**the Amount**").
- 5.2. The Amount (inclusive of all applicable taxes and charges) will be displayed on the Website and/or the App before you confirm your payment transaction. Proceeding with the payment transaction at this point is entirely optional and you warrant that you understand and agree to these Terms prior to processing payment.
- 5.3. The Amount will be debited from your credit card, debit card or such other means as prescribed by Steam Capital from time to time. There may be a short delay before the transaction is fully processed.
- 5.4. You agree that Steam Capital may deduct the Amount from your account in accordance with your selection upon your confirmation of the payment transaction.
- 5.5. You acknowledge that, by providing your credit card or bank account details to Steam Capital, the Amount will be charged to or drawn from your nominated credit card, debit card, bank account and you warrant that you are legally entitled to incur a charge to the nominated credit card, debit card, bank account.
- 5.6. In the interest of clarity, you guarantee payment of the Amount.
- 5.7. You will remain strictly liable for the fulfilment of the Terms set out herein in respect of any and all Services from Steam Capital with your credit card or debit card, notwithstanding that such cards may have been used by a person other than yourself.
- 5.8. Any information processed or created or obtained by Steam Capital from any technology or equipment operated by Steam Capital, including the Website, the App or the Service, shall be taken as prima facie correct unless the contrary is proved by you and in respect of which the onus shall rest on you.
- 5.9. A refund may be credited to you at the sole and absolute discretion of Steam Capital, to the extent permissible under the Australian Consumer Law prescribed in Schedule 2 of the *Consumer and Competition Act 2010* (Cth).

6. Refund and Cancellation Policy

- 6.1. Any cancellation requires fourteen (14) days' written notice to be provided to Steam Capital.

- 6.2. Steam Capital reserves the right to charge a cancellation fee of up to 50% of the Amount ("**Steam Capital Cancellation Fee**") where notice pursuant to Clause 6.1 is not provided.
- 6.3. You agree that Clause 6.1 is reasonable and fair.

7. Termination

- 7.1. Steam Capital reserves its right to terminate an Account, at any stage with or without notice, on the following grounds:
 - a. your conduct is found to be unlawful;
 - b. you encourage any other person to act in any way which is contrary to law;
 - c. you cause a Loss to any other person using the Service, or Steam Capital;
 - d. you act in a manner which is disruptive to the learning of others, or that may (directly or indirectly) inhibit, prevent or disrupt any other person(s) from using the Service;
 - e. you endanger the health or safety of any person;
 - f. you cause any interference with or to the Service or Steam Capital; or
 - g. you fail to obey a lawful instruction by Steam Capital (including its staff, employees, agents, contractors or affiliates).

8. Complaints

- 8.1. Steam Capital seeks to ensure that its Service is provided at the highest standard and takes all complaints seriously. If you are dissatisfied with the Service you may submit a complaint to info@steamcapital.com.au.
- 8.2. All complaints must be recorded in writing and provided to Steam Capital in accordance with Clause 8.1.
- 8.3. In the event that a complaint is unable to be resolved within thirty (30) days, the parties agree that they must endeavour to settle any dispute in connection with the Services or these Terms by mediation ("**Mediation**"). Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 days of receiving any party's notice of dispute, by a person appointed by the Chair of LEADR, (ACN 008 651 232, Level 1, 13-15 Bridge Street, Sydney NSW 2000; telephone: 02 9251 3366, fax: 02 9251 3733, email: leadr@leadr.com.au) or the Chair's designated representative.
- 8.4. The LEADR Mediation Rules shall apply to the Mediation.
- 8.5. It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief that it has first offered to submit the dispute to Mediation.

9. Intellectual Property

- 9.1. Steam Capital reserves all rights and Intellectual Property in regards to these Terms. All content and images associated with these Terms remain the property of Steam Capital.

- 9.2. The material(s) and content displayed on the Website, the App, the Course, the Account, the course material or the course content, including but not limited to the information, text, graphics, names, logos, trade marks, design and advertisements (“**Content**”) are protected by copyright, trade mark and other Intellectual property laws unless expressly indicated otherwise.
- 9.3. Except as permitted under Australian law, you are not permitted to copy, reproduce, republish, distribute, disseminate or display any of the Content.
- 9.4. You must not use the Website or the App in any manner or for any purpose which is unlawful or which violates the rights of any owner of any Content.
- 9.5. Unless expressly stated otherwise, nothing contained in the Website or the App should be construed as a licence or right of use of any Intellectual Property displayed on the Website or the App without the express written permission of the owner of the Intellectual Property.
- 9.6. Steam Capital’s Website or App may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and Steam Capital takes no responsibility for the content, maintenance or privacy compliance of any such website(s).
- 9.7. You agree that Steam Capital owns the Intellectual Property (including copyright, moral rights, registered and/or unregistered design rights, trade marks and/or patents) in everything Steam Capital creates, provides or discloses in connection with the Services which includes, but is not limited to, the Content.
- 9.8. If you provide any information to us, you warrant that our use of it for your matter will not infringe any other party’s Intellectual Property rights.

10. Privacy

- 10.1. Where Steam Capital receives, collects or handles Personal Information in the course of processing and administering your account, Steam Capital will ensure that it has taken and continues to take all reasonable technical and organisational measures against the unauthorised or unlawful processing or disclosure of the Personal Information.
- 10.2. All Personal Information collected by Steam Capital will be treated in accordance with Steam Capital’s Privacy Policy as it exists from time to time.

11. Warranties and Indemnity

- 11.1. You undertake, represent and warrant that any information or documents provided to Steam Capital are truthful, accurate and correct.
- 11.2. You voluntarily release, forever discharge, and agree to indemnify and hold harmless Steam Capital from any Loss or Claim relating to the Intellectual Property or use of the Service.

12. Limitation of Liability

- 12.1. You expressly acknowledge and agree that the use of the Services, the Website, the App is at your sole risk and that the entire risk as to satisfactory performance, accuracy and effort is with you.
- 12.2. You hereby indemnify and hold Steam Capital harmless in respect of any and all Claims of whatsoever nature that may arise against Steam Capital as a result of your use of the Service. Furthermore you indemnify and hold Steam Capital harmless in respect of all claim(s) arising from any loss and/or damage arising from or relating to the Service.
- 12.3. Where liability cannot be excluded, any liability incurred by Steam Capital in relation to the use of the Website or the App, the Services or the Content is limited to the lesser of the Amount or the extent provided for by the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010*). To the extent permitted by law, Steam Capital will not be liable for any indirect, incidental, special or consequential loss or damage.

13. Severance

- 13.1. If any provision of these Terms is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

14. Assignment

- 14.1. The rights under these Terms are not assignable without the prior written consent of Steam Capital.

15. Survival

- 15.1. Clauses 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17 & 18 will continue to apply regardless of any express or implicit termination of these terms and conditions.

16. Force Majeure

- 16.1. Steam Capital will not be liable for failing to perform its obligations under these Terms as long as the failure is triggered by something beyond its reasonable control.

17. Governing Law

- 17.1. These Terms are governed by, and interpreted in accordance with, the laws of Queensland, and the parties submit to the non-exclusive jurisdiction of the courts located in Brisbane, Queensland.

18. Notices

- 18.1. You must give Steam Capital notices by pre-paid post to:

Steam Capital Pty Ltd
Emirates House
Level 14
167 Eagle Street
Brisbane
Queensland Australia 4000

or info@steamcapital.com.au and by no other means unless otherwise agreed.

18.2. Steam Capital may give you any notice or demand:

- a. Sending it by post to your last known address;
- b. Sending it by facsimile to your last known facsimile number; or
- c. Sending it by email to your last known email address.