

## TERMS AND CONDITIONS

### 1. IMPORTANT NOTICE

1.1. This page sets out the terms and conditions upon which Advancing Women ("We", "Our" and "Us") will provide services to our members

1.2 This page creates important legal rights and obligation upon Us, as well as You.

1.3 If You decide to become a member of Advancing Women by clicking on the "I AGREE" button, you accept and agree to be bound by these terms and conditions.

### 2. DEFINITIONS

In these terms and conditions, the following words and phrases have the following meanings:

2.1. **Availability** means your ability to access the content and services on the Advancing Women Server(s).

2.2. **Business Day** means a day upon which banks are ordinarily open for business in Canberra, Australian Capital Territory.

2.3. **Commencement Date** means the date that you receive your password and other log-in codes to access Advancing Women.

2.4. **Content** means data, information, images, your comments, questions and answers, e-courses, your messages, confidential advice and all other content on advancingwomen.com.au.

2.5. **Subscription Period** means the period (Monthly or Yearly) for which you paid for membership to Advancing Women. There is an initial minimum 3 month subscription.

#### 2.6 Fees means

- a. All fees associated with your membership, events and other services as appearing on our website and updated from time to time, and
- b. any other fees You and We agree upon at Our prevailing rates for other Services.
- c. fees inclusive of GST or administration charges.

2.7 **Membership Level** includes the type of membership you nominated when you joined and is one of three levels:

**Standard Membership** which provides access to most of the content, including:

- a. Tips, case studies, resources, and self assessments.
- b. The ability to view comments
- c. The ability to read published Q&As
- d. The ability to upgrade to professional membership at any time.

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**Professional Membership** which provides unrestricted access to all content and services provided by Advancing Women. This includes

- a. Everything included in Standard Membership
- b. The ability to participate in discussions and add comments
- c. The ability to view the profiles of others members and create your own profile
- d. The ability to send internal messages and use the connect feature
- e. The ability to submit a question, subject to our terms and conditions, that will be answered by one of our expert panel members either using the Q&A feature or confidential advice line
- f. Access to all e-courses
- g. Additional discounted entry to events.

**Student Membership** which provides unrestricted access to all content and services provided by Advancing Women. This includes

- a. Everything included in Standard Membership
- b. The ability to participate in discussions and add comments
- c. The ability to view the profiles of others members and create your own profile
- d. The ability to send internal messages and use the connect feature
- e. The ability to submit a question, subject to our terms and conditions, that will be answered by one of our expert panel members either using the Q&A feature or confidential advice line
- f. Access to all e-courses
- g. Additional discounted entry to events.
- h. To qualify for student membership your email address must be from your academic institution and be supported with a valid student number.

2.8. **Force Majeure** means a circumstance beyond our reasonable control that results in Us being unable to observe or perform on time an obligation in Our Agreement, including:-

- a. acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, power supply disruptions (howsoever caused), internet downtime and any natural disaster;
- b. acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
- c. industrial action or strikes.

2.9. **Harmful Code** means viruses, worms, trojan horses, spyware, malware, backdoor, and other computer programs and software code that harm a computer or a computer program, or operate in some other harmful or destructive way to hardware, software, data, or communications systems.

### 3. TERM AND TERMINATION

3.1. Our Agreement commences on the Commencement Date, the date we email you your log-in codes.

3.2. Our Agreement continues until you unsubscribe, do not pay your subscription fee, or we give you notice of termination.

3.3. You or We may terminate Our Agreement at any time, without giving notice, without giving any reason for termination. Our limitation of liability will survive termination.

3.4. If you unsubscribe during your subscription period your cancellation takes place at the end of your subscription period, on the date of your renewal. We do not provide refunds.

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## 4. VARIATION OF OUR AGREEMENT

4.1. We may vary any term of this agreement at any time. Notification of any variation will be sent to your Advancing Women in-box.

4.2. The variation takes effect 30 days after notice of the variation is posted.

4.3. If you do not agree to be bound by the variation, you may advise us in writing and elect to terminate your subscription.

4.4. We do not provide refunds if you elect to terminate your subscription prior to your renewal date.

## 5. RESTRICTION OF USE

Subject to your membership level, you may use this website solely to:

- a. view the profiles of and send messages to other Advancing Women members
- b. search and view the content available to you at your membership level
- c. ask questions or seek confidential advice
- d. connect with other members through the connect feature
- e. complete the self-assessments, one page plans and other interactive guides
- f. register for events
- g. add comments
- h. use any other feature of the site that is added during your subscription period.

## 6. WEBSITE CONTENT

1. All content is provided in good faith.
2. To the best of our knowledge, all content is reliable, accurate and complete at the date of publication but we make no representations or warranties that it is.
3. Information on this web site may contain technical inaccuracies or typographical errors.
4. Information may be changed or updated without notice. We may also make improvements and/or changes to this information at any time without notice.

## 7. SERVICES

7.1. Once you have subscribed, we will promptly provide you with all necessary log-in codes to access the content on [advancingwomen.com.au](http://advancingwomen.com.au)

7.2. We do not represent or warrant that your access to Advancing Women and our advisory services will be uninterrupted, timely or secure.

7.3. You and We must comply with the Privacy Act 1988, and our privacy policy (as it appears on Our website) in relation to the use of the Content.

## 8. YOUR RESPONSIBILITIES

8.1. You must not share your password with any other person or allow any person who is not a member to access the site.

8.2. You must pay the subscription fee for anyone who has used your login codes to access the site or who obtained those login codes from you, whether authorised by you or not.

8.3. You must not disseminate through our site any content that is:

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- a. abusive, harassing or obscene,
- b. unsolicited,
- c. illegal in Australia,
- d. illegal in any country to which the dissemination occurs,
- e. Harmful Code, or,
- f. defamatory or offensive.

8.5. You indemnify us from and against any loss or damage (including loss of profits) that we may suffer arising from:

- a. any breach by you of these terms and conditions,
- b. any misuse of your login codes by You, or by any person whose access to Your login codes was from You, or Your failure to maintain the security of Your login codes, including any misuse that results in Content loss or misuse

8.6. You agree not to use the Service for any other purpose than that for which it is intended.

## 9. INTERACTIVE SERVICES

9.1. **Q&A and CONFIDENTIAL ADVICE:** We will endeavour to respond to your questions within 78 hours however there may be circumstances beyond our control where this may not be possible.

9.2. **EVENTS:** will be conducted by advancing women periodically. You are required to pay for these in advance and no refunds will be permitted if cancellation is within 7 days of the event being conducted.

9.3. **CONNECT:** advancing women provides members with the opportunity to build social and professional networks using the connect site. Any communication conducted between members on the site is done on the basis that no contact details are provided. Once members agree to meet or communicate off the site we take no responsibility for the consequences of such communication, social or professional experience.

## 10. SERVICES BY THIRD PARTIES

10.1. Our expert advisers are experienced and qualified in their field. We do not take responsibility for their advice, their consulting services or anything else you engage them to do.

10.2 Any relationship we have with our third party expert advisers or other service providers is not to be construed as an endorsement, approval or recommendation by Advancing Women of their consulting services or activities, unless expressed otherwise on this website.

## 11. FINANCIAL TERMS

11.1. You must pay the Fees to Us, plus the applicable goods and services tax; or where your organisation resides outside Australia, administration fees that are included in the RRP of the Services.

11.2 We only accept payment with Visa/ Mastercard.

11.3. We must provide to You an invoice complying with the A New Tax System (Goods and Services Tax) Act 1999.

11.4 You may upgrade your membership at anytime. A new invoice with the adjusted price will be emailed to you.

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## 12. SECURITY OF INFORMATION

12.1. When subscribing to Advancing Women your financial details are passed through a secure server using Geotrust RapidSSL (secure sockets layer) -1024 bit encryption technology. SSL is globally accepted technology that helps a customer to confirm the website they are dealing with is secure.

12.2. Advancing Women makes no warranty in respect of the strength or effectiveness of that encryption and cannot guarantee that the security of information that a member transmit to AW is secure. Advancing Women is not responsible for events arising from unauthorised access of the information you provide. Information is transmitted to AW at member's risk.

12.3. If you have any questions regarding our security policy, please contact our customer support centre [help@advancingwomen.com.au](mailto:help@advancingwomen.com.au).

## 13. EXCLUSION AND LIMITATIONS OF LIABILITY

13.1. You use the content on Advancing Women entirely at your own risk.

13.2. You acknowledge and agree that we have not made any representation or warranty that is not expressly contained in this agreement.

13.3. We exclude all liability to you for any costs, expenses, losses and damages suffered or incurred by you in connection with your use of or reliance on the content of this website including the advice provided by our panel experts, whether that liability arises in contract, tort (including Advancing Women's negligence) or under statute.

13.4. If any warranty or condition cannot be excluded or modified due to legislation, our maximum liability to You for any loss or damage whatsoever shall be the re-performance of the Services.

13.5. You acknowledge that we have not made any warranty or representation as to the suitability of any of the content for any purpose or any particular purpose;

13.5. We exclude any liability for any Harmful Code that You may download from Our website.

13.6. We shall have no liability to You arising from any system downtime, any System Maintenance Time, or any Force Majeure Event, and You are not entitled to any setoff, discount, refund or credit arising from any of the foregoing.

## 14. CONFIDENTIALITY

14.1. All content including your comments, questions and profile information is available for viewing by other members.

14.2. You can elect to post comments anonymously.

14.3. You acknowledge that all comments posted by you, your questions and the answers, once they have been published become part of the content of Advancing Women.

14.4. You acknowledge that we may, at our discretion, use your comments and questions to develop additional content.

14.5. Your internal message and inbox are not accessible to other members.

14.6. Any advice provided through the confidential advice line is not accessible by any other members, and is only available to you through your Advancing Women inbox. We may request your permission to publish your question and our response anonymously if we think it may be helpful to other members.

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14.7. Any communication or material that you transmit to, or post on any public area of the site including questions, comments, suggestions is and will be treated as, non confidential and non-proprietary information.

14.8. You acknowledge that We have an obligation to report any illegal act by You, and accordingly We are under no obligation of confidentiality in relation to any such illegal act by You.

## 15. COPYRIGHT

15.1. Ownership: All copyright in this website, subject to clause 11.6, is the intellectual property of Owner, Publisher and Managing Editor Deborah May and Deborah May Pty Ltd unless otherwise noted and is provided in good faith for your individual use, not for republishing.

15.2. Copyright restrictions: Commercial use or publication of all or any item displayed is strictly prohibited without prior authorisation from Advancing Women. Nothing contained herein shall be construed as conferring any licence by Advancing Women to use any item displayed subject to 12.3. Documents may be copied for personal use only on the condition that copyright and source indications are also copied, no modifications are made and the document is copied entirely.

15.3. Some documents and photos have been published on this site with the permission of the relevant copyright owners (who are not Advancing Women). All rights are reserved on these documents and permission to copy them must be requested from the copyright owners (the sources are indicated within these documents/photographs).

15.4. Other than for the purposes and subject to the conditions prescribed under the Copyright Act 1968 (Cwth) and expressly authorised by these terms, no content including any e-course contained on Advancing Women may in any form or by any means (including, without limitation, electronic, mechanical, microcopying, photocopying, recording or otherwise) be reproduced, repurposed, summarised, republished, adapted, copied, shared, stored in a retrieval system or transmitted without the prior written consent of Advancing Women.

### 15.5. No licence to use

No express or implied licence to reproduce the whole or any part of this content is granted to any person or other legal entity including, without limitation, any party to this document or to any client of Deborah May Pty Ltd and no such licence can be granted without the prior written consent of Deborah May.

### 15.6. Use of Brand

Partners, sponsors and the general public must obtain written permission from Advancing Women to use the name(s) and/or the logos of Advancing women /The Maygroup.

15.7. Advancing Women reserve the right to request the removal of a link to the [www.advancingwomen.com.au](http://www.advancingwomen.com.au) website, or to take appropriate legal action in the event that a link is defamatory or otherwise harmful to Advancing Women, or our members.

## 16. LINKED THIRD PARTY WEBSITES

16.1. The sites and facilities indexed on [advancingwomen.com.au](http://advancingwomen.com.au) are for your information only.

16.2. Although we have checked the sites ourselves, we make no representations whatsoever about any other web site you may access through this one.

16.3. When you access another web site, through our website, it is independent from us and we have no control over the content on that web site.

16.4. A link from us does not mean that we endorse or accept any responsibility for the content, or the use, of such web site.

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## 17. DISPUTES

17.1. We will promptly notify each other in writing of any dispute in connection with Our Agreement.

17.2. Upon the written notification of a dispute, You and We shall use our best endeavours to resolve the dispute in good faith, and expeditiously.

17.3. If a dispute has not been resolved within 5 Business Days, You and We will refer the matter to our respective Chief Executive Officers (or a senior person delegated by a Chief Executive Officer), who shall use their best endeavours to resolve the dispute in good faith, and expeditiously.

17.4. If the dispute has still not been resolved within 5 Business Days after the dispute has been referred to the CEOs, You and We will use our best endeavours in good faith to within a further 5 Business Days agree upon an alternative dispute resolution process (such as mediation, arbitration, conciliation, or expert determination) to resolve the dispute, and shall in good faith implement that alternative dispute resolution process.

17.5. Neither You nor We may commence legal proceedings against the other until You and We have complied with clauses 14.1 to 14.4.

17.6. Clause 14.5 does not apply to any urgent interlocutory relief.

## 18. SERVICE OF NOTICES

18.1. Any notice (including a notice under clause 13) may be served by delivery to, or sending it by post or facsimile to the party to be served, or by sending it by email:

- a. if to Us, send to **contact@advancingwomen.com.au** or any other email We may post, or
- b. if to You, to an email address notified by You to Us in Your management of Your online Advancing Women account.

18.2. A notice that is posted shall be deemed received seven days after the date of posting.

## 19. GOVERNING LAW

19.1. Our Agreement is governed by and to be construed according to the law of the Australian Capital Territory.

19.2. You and We irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.