



Terms and conditions

Jun 2016

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1. How these Terms and conditions apply

1.1. These Terms and conditions apply to you if you are a Customer or a Licensed Member. By using the SalesITV Training Materials and logging into the SalesITV Platform, you acknowledge that you have read and agree to be bound by these Terms and conditions. If you are unsure about any aspect of these Terms and conditions, contact your legal adviser before using the Service.

1.2. Definitions

'Confirmation of Services and Licenses' means the agreement between SalesITV and the Customer outlining the services SalesITV is to provide to the Customer on the terms and conditions outlined in this document.

'Customer' means the Customer as identified in the Confirmation of Services and Licenses.

'Intellectual Property' includes the information, text materials, graphics, logos, button icons, images, video and audio clips, trademarks (whether registered or not), advertisements, layout, arrangement, graphical Member interface, look and feel, content and features of the SalesITV Training Materials and SalesITV Platform and SalesITV Website.

'Licensed Member' means an individual who a Customer requests SalesITV to give access to the SalesITV Training Materials and SalesITV Platform.

'Licenses' means the licenses SalesITV agrees to provide to the Customer, as outlined in the Confirmation of Services and Licenses.

'SalesITV' means SalesITV Pty Ltd.

'SalesITV Training Materials' means the online training modules available through your access to the SalesITV Platform at www.salesitv.com (this also refers to all sites associated with SalesITV) and all other training materials provided or made available by SalesITV in connection with the Services and Licenses.

'SalesITV Platform' means the online mobile content platform accessed through www.salesitv.com and all other sites associated with SalesITV.

'Services' means the services SalesITV agrees to provide to the Customer, as outlined in the Confirmation of Services and Licenses, which might include: (i) written materials, coaching tools and reporting tools focused on business growth, personal development, relationship management, presenting solutions, securing and negotiating service revenue, customer service and productivity (ii) design, coaching, consulting, conference speaking,

presentation and training services in sales and customer service for professionals engaged in sales and customer service.

'Third Party Content' is given the meaning as contained in clause 5.9.

'We', 'us' and 'our' refers to SalesITV and its related entities.

'You' means the Customer or a Licensed Member, as the context requires, and 'your' takes a corresponding meaning.

1.3. Interpretation

1.3.1. Person includes an individual, a partnership and anybody whether incorporated or not.

1.3.2. Unless stated otherwise, references to days are references to calendar days, not business days.

2. Services and Licenses

2.1. SalesITV agrees to provide to the Customer and their Licensed Members the Services and Licenses outlined in the Confirmation of Services and Licenses, for the period(s) stated in the Confirmation of Services and Licenses.

2.2. For the period the Customer is entitled to the Services and Licenses outlined in the Confirmation of Services and Licenses, the Customer and their Licensed Members may train, coach, support and otherwise engage with all SalesITV Training Materials and the SalesITV Platform for any legal purpose including but not limited to:

2.2.1. View and use in running and participating in sales meetings;

2.2.2. View and use for self-development;

2.2.3. View and use in creating and completing performance coaching;

2.2.4. View and use for the purpose of delivering and participating in training program(s);

2.2.5. Utilising and accessing Meeting and Session Notes;

2.2.6. Utilising Coaching Tools;

2.2.7. Utilising the Sales Journal functionality to communicate and coach;

2.2.8. Utilising Reporting functionality;

2.2.9. Utilising and accessing Resources;

2.2.10. Utilising, printing and displaying Posters and other visual aids;

- 2.2.11. Utilise added functionality as it becomes available; and
- 2.2.12. Where the Licensed Member is nominated as a Sales Leader or a Sales Administrator, access functionality specific to those roles;
- 2.2.13. General access to new and enhanced content and functionality as it becomes available;
- 2.3. There are no limits on the number of times a Licensed Member can view any of the video skill building sessions to which the Licensed Member is entitled access.

3. Pricing, payment and cancellation

- 3.1. Pricing for the agreed Services and Licenses is set out in Confirmation of Services and Licenses.
- 3.2. License fees are payable in advance of the provision of the Services and Licenses.
- 3.3. If you register for our monthly or annual payment arrangement, you will receive your invoice in electronic format within 7 days of your credit card being debited, cheque being deposited and cleared or the electronic transfer being received.
- 3.4. All prices displayed and products and services offered for supply on the SalesITV Platform and through the SalesITV Training Materials are subject to change without notice.
- 3.5. Unless otherwise specifically stated all pricing for licensed access to the SalesITV Training Materials is GST exclusive. If GST is imposed on any supply made by us of the SalesITV Training Materials, you must pay to us, in addition to any consideration payable or to be provided by you for this supply, an additional amount for GST.
- 3.6. Cancellations are subject to our Cancellation Policy available at <http://info.salesitv.com.au/legal> .

4. Access and use of technology

4.1. Access

- 4.1.1. The Customer acknowledges that only it and its Licensed Members are entitled to view the SalesITV Training Materials and any content to be provided under the Confirmation of Services and Licenses and these Terms and conditions.

- 4.1.2. To access the SalesITV Training Materials you require, and are entirely responsible for, the equipment, system requirements and connections as specified in the System Requirements section available at <http://info.salesitv.com.au/legal>.
- 4.1.3. To access the SalesITV Training Materials, you must create a Member ID. The Member ID will comprise of your email address and password.
- 4.1.4. You must not provide false information when registering or changing your Member ID. The provision of any false information is a breach of these Terms and conditions.
- 4.1.5. Your Member ID used to access the SalesITV Training Materials within the SalesITV Platform must be kept secure at all times. You must not disclose your Member ID or password or share it with others or use another person's Member ID without our permission.
- 4.1.6. You must not use a Member ID if it has not been issued to you or if it has been revoked by us.
- 4.1.7. If, to your knowledge, the security of your Member ID has been compromised, or if there is any change in the information that was used to set up your Member ID, you must notify us immediately.
- 4.1.8. In the event that you notify us that your Member ID has been compromised or is known to a third party or is used without authorisation, we will take reasonable steps to deactivate your Member ID and issue you with a new Member ID within a reasonable time of being notified.
- 4.1.9. You must comply with all reasonable directions issued by us relating to your use of your Member ID and the SalesITV Training Materials and SalesITV Platform.
- 4.1.10. Where you are an individual Customer/ Licensed Member we rely on your Member ID as evidence of your identity and authority for the purposes of accessing and using the SalesITV Training Materials and SalesITV Platform, including, for example, for the purpose of making payments to us using your credit card details, and for the purpose of nominating email addresses or phone numbers to which we may send billing and payment information relating to your SalesITV account.
- 4.1.11. Other than by reference to a person's Member ID, we cannot and do not verify that each person who accesses the SalesITV Training Materials or SalesITV Platform is in fact the person they say they are, or acts with the authority of the person who's Member ID they use.
- 4.1.12. We reserve our rights to terminate your access to all or any part of the SalesITV Training Materials or SalesITV Platform, without prior notice, if you engage in any

conduct that, in our sole discretion: (1) breach any term or provision of these Terms and Conditions (2) breach our rights or a third party's rights or (3) are otherwise improper to allow continued access and use of the SalesITV Training Materials or the SalesITV Platform.

4.2. Access to sessions and materials created pursuant to these Terms and conditions is limited to the currency of the license listed in the Confirmation of Services and Licenses, unless renewed or otherwise expressly agreed in writing.

4.3. SalesITV agrees that in the event that a Licensed Member leaves the employment of the Customer that the license can be transferred to an alternative employee of the Customer for the remainder of the license period.

4.4. Prohibited use

You must not use the SalesITV Training Materials:

4.4.1. for any activities that breach any laws or legislation;

4.4.2. to post or transmit words, images, information or any material that infringes a third party's rights or privacy, or is contrary to any relevant standards or codes;

4.4.3. to post or transmit words, images, information or any material that defames, harasses, threatens, menaces or offends any person or which inhibits any other Member from using or enjoying the SalesITV Training Materials or SalesITV Platform;

4.4.4. to impersonate another person when using the SalesITV Training Materials or SalesITV Platform;

4.4.5. to post or transmit any obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings;

4.4.6. to post or transmit any customer information in contravention of your employer's Privacy Policy or Privacy Laws;

4.4.7. to tamper with, hinder the operation of or make unauthorised modifications to the SalesITV Training Materials or SalesITV Platform;

4.4.8. to knowingly transmit any virus or other disabling feature to or via the SalesITV Training Materials or SalesITV Platform; or

4.4.9. to permit, aid or abet another person to do any of the above acts.

4.5. Data security

- 4.5.1. Data about individuals and entities provided to you through the SalesITV Training Materials and SalesITV Platform is confidential.
- 4.5.2. You must ensure that unauthorised persons do not have access to any information provided to you through the SalesITV Training Materials or SalesITV Platform.
- 4.5.3. If your computer is unattended, even briefly, you must log out from the SalesITV Training Materials and SalesITV Platform or lock your computer.
- 4.5.4. We may require you to re-authenticate yourself from time to time, for example after a period of inactivity on the connection between your browser and our servers.

4.6. **Our rights**

You acknowledge and agree that we can:

- 4.6.1. limit your ability to use this SalesITV Training Materials or SalesITV Platform;
- 4.6.2. terminate your access to the SalesITV Training Materials or SalesITV Platform at any time;
- 4.6.3. create an updated, upgraded or revised version of the SalesITV Training Materials or SalesITV Platform any time after you purchase SalesITV License(s);
- 4.6.4. review the activities of Licensed Members to ensure compliance with these Terms of condition;
- 4.6.5. from time to time and in our absolute discretion, make the following additional content available on the SalesITV Platform: (1) business tips (2) productivity tips (3) compliance training (4) video book reviews (5) quizzes and tests (6) interviews (7) written notes, summaries and white papers (8) generic policy templates (9) generic process templates and (10) other training materials.

5. Intellectual Property

- 5.1. You acknowledge that the Intellectual Property is either owned, or licensed from third parties, solely by SalesITV and is protected by copyright, trademark and other intellectual property laws.
- 5.2. You may not use the Intellectual Property other than as contemplated under the Confirmation of Services and Licenses and these Terms and conditions without our prior written consent.
- 5.3. Your right to retain and use the Intellectual Property ceases upon expiry of your entitlement to the Services and Licenses outlined in the Confirmation of Services and

Licenses and you must destroy all soft and hard copies of all documents and any other materials then in your possession that contain our Intellectual Property.

- 5.4. Despite clause 5.3, our Sales Process and Service Excellence Model and the use of this language are yours to use by your Licensed Members beyond the license period. However, you may not train or coach these models for commercial purposes or any other purpose outside of your business.
- 5.5. The Customer will use its best endeavors to prevent a breach of this clause 5 by it or its Licensed Members.

Copyright

- 5.6. You acknowledge that all copyright subsisting in the Intellectual Property is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under the Copyright Act 1968 (Cth) and similar legislation in other jurisdictions, and except as expressly authorised by these Terms and conditions, you may not, in any form or by any means:

- 5.6.1. adapt, modify, copy, reproduce, republish, store, distribute, print, display, perform, publish or create derivative works from any part of the SalesITV Training Materials or the SalesITV Platform; or
- 5.6.2. commercialise any information, products or services obtained from any part of the SalesITV Training Materials or the SalesITV Platform,

without our written permission, or in the case of Third Party Content incorporated within the Intellectual Property, written permission from the owner of the copyright in the third party material.

Trademarks

- 5.7. You acknowledge that the trademarks used in the SalesITV Training Materials and the SalesITV Platform are our trademarks. Nothing in the SalesITV Training Materials or SalesITV Platform gives you any license or right to use any trademark displayed in the SalesITV Training Materials or SalesITV Platform without our express written permission.
- 5.8. You further acknowledge that trademarks and logos of third parties may also appear in the SalesITV Training Materials and the SalesITV Platform. Nothing in the SalesITV Training Materials or SalesITV Platform gives you any license or right to use any trademark or logo that is owned by a third party without the express written permission of that third party.

Links and advertising – third party content

5.9. You acknowledge and agree that:

- 5.9.1. the SalesITV Training Materials may contain Third Party Content, including advertising of products, information and services and links to third party websites;
- 5.9.2. any Third Party Content that appears on the SalesITV Training Materials or SalesITV Platform is not provided, controlled or endorsed by us and we are not responsible for any transaction that you may enter into with a third party as a result of the Third Party Content;
- 5.9.3. your legal relationship in respect of any transaction involving Third Party Content is solely with that third party and not us;
- 5.9.4. whilst we have used best endeavors to ensure the quality of resources and third party links we provide no warranty as to the accuracy or completeness of the information or the suitability or quality of any of the products and services included in Third Party Content;
- 5.9.5. we do not prepare or endorse the information on non-SalesITV sites, even if that information is linked to the SalesITV Platform and SalesITV Training Materials or is included in Third Party Content; and
- 5.9.6. we accept no responsibility for your use of information on non-SalesITV sites, even if that information is linked to the SalesITV Platform and SalesITV Training Materials or included in Third Party Content.

6. Confidentiality

6.1. You acknowledge and agree that the SalesITV Training Materials may contain proprietary and confidential information that is protected by applicable laws. You agree:

- 6.1.1. to only use the confidential information solely for the purpose of only you using the SalesITV Training Materials;
- 6.1.2. to maintain the confidential information in strictest confidence;
- 6.1.3. not to expressly or by implication disclose, divulge, communicate or place at the disposal of any third party, in any form whatever or by any means however, the confidential information, to any person except as permitted by us; and
- 6.1.4. not use, or modify for your own use or benefit or the use or benefit of a third party the confidential information except as permitted by us.

It is not a breach of this clause to disclose the confidential information as required by law or a court order strictly in accordance with that law or court order.

6.2. SalesITV acknowledges and agrees:

- 6.2.1. that during the relationship with the Customer, SalesITV may become familiar with its confidential information including commercial and technical information and/or the confidential information of Customers of the Customer;
- 6.2.2. not to disclose to others or make use of any confidential information of the Customer or confidential information of a Customer of the Customer or of others who have disclosed it to the Customer under conditions of confidentiality, unless for a purpose authorized by the Customer;
- 6.2.3. to take reasonable security precautions to keep confidential all information deemed confidential and shall not make unauthorized copies. SalesITV further undertakes to notify the Customer immediately upon discovery of any unauthorized use or disclosure of confidential material and shall assist the Customer in regaining any of such material and mitigating the loss to the Customer therefrom.

For the purpose of this clause, confidential information will be deemed to extend to all confidential technical and commercial information, not limited to the contents of reports, specifications, quotations, formula, computer records, price schedules, customer lists, marketing campaigns, design and the like. Confidential information also includes any and all information relating to the Customer's employees whether licensed or otherwise.

7. Privacy

- 7.1. These Terms and Conditions are to be read in conjunction with our Privacy Policy available at <http://info.salesitv.com.au/legal>.
- 7.2. Our Privacy Statement specifies that we must collect, store, provide access to, use and disclose personal information in accordance with the Privacy Act 1988 (Cth).
- 7.3. Whenever we collect information from the SalesITV Training Materials, the SalesITV Platform or any other online system, we do so in accordance with the Privacy Policy and the applicable State and Commonwealth legislation.
- 7.4. To avoid doubt, if you authorise a person to use your Member ID, you authorise us to disclose your personal information (which includes billing and payment information) to that person.

7.5. You must immediately notify us in writing if you do not want us to collect and use your personal information. If you do not contact us within one month of that information being collected, you are irrevocably deemed to have consented to us collecting and using such information.

8. Service level agreements

- 8.1. From time to time Licensed Members may encounter challenges in accessing information via the Platform.
- 8.2. SalesITV will provide support with problems from 9am to 5pm (NSW Australian Eastern Time Zone) on business days of New South Wales via email to support@salesitv.com.
- 8.3. Outside of and during normal business hours, all licensed Members will be able to make service requests to a designated email address. All email requests for help will be responded to as follows:
 - 8.3.1. Wherever possible an immediate response will be provided for every support ticket to confirm receipt of your request;
 - 8.3.2. All email requests will be responded to same business day where the email is sent and received prior to 3pm on any business day;
 - 8.3.3. All email requests made outside of business hours will be responded to prior to midday on the next business day following the request; and
 - 8.3.4. On occasions, the Service or SalesITV Platform may be unavailable due to platform maintenance or other development activity on our systems. If for any reason SalesITV has to interrupt the Service for periods longer than expected, SalesITV will use reasonable endeavours to publish in advance details of such activity via notifications/pop-ups or public SalesITV Platform notices to all licensed Members.
- 8.4. On occasions, the Service or SalesITV Platform may be unavailable due to platform maintenance or other development activity on our systems. If for any reason SalesITV has to interrupt the Service for periods longer than expected, SalesITV will use reasonable endeavours to publish in advance details of such activity via notifications/pop-ups or public SalesITV Platform notices to all licensed Members. Scheduled system maintenance and upgrades will be performed where possible between the hours of 10pm and 2am, local time in Sydney (AEST).
- 8.5. SalesITV will be continuously seeking to improve help functionality on its site including the following:
 - 8.5.1. Automated responses to common help requests via the forum such as forgotten passwords;
 - 8.5.2. FAQs for common issues;

8.5.3. Any other areas SalesITV can improve our help service based on feedback from the Customer.

9. Breach of these Terms and conditions

9.1. The Customer is responsible for its Licensed Members' compliance with these Terms and conditions and must use its best endeavours to ensure their compliance. The Customer will be liable for any breaches by its Licensed Members.

9.2. If the Customer becomes aware that it or a Licensed Member has breached any of these Terms and conditions, the Customer must:

9.2.1. immediately advise us of that breach;

9.2.2. immediately stop using the SalesITV Training Materials or the SalesITV Platform; and

9.2.3. not use the SalesITV Training Materials or SalesITV Platform again until you are advised by us in writing.

9.3. If you or a Licensed Member breaches any of these Terms and conditions, we may immediately suspend, terminate or limit your access to the SalesITV Training Materials at any time if the breach:

9.3.1. is something which cannot be remedied; or

9.3.2. if you fail to remedy the breach within 30 days of our written notice to you of that breach.

9.4. If we do not act in relation to a breach by you of these Terms and conditions, this does not waive our rights.

10. Liability

10.1. Subject to the following, SalesITV accepts liability to the Customer for breach of contract or negligence under principles applied by the courts.

10.2. SalesITV is not responsible for loss caused by factors which could reasonably be considered to be outside our control, such as faults in third party equipment loss of data or loss of profits or revenue and any loss to the extent that is caused by the Customer. For example, through the Customer's negligence or breach of contract or that of its Licensed Members.

10.3. The training content provided by SalesITV is not to be considered advice. Use of the recommendations and strategies and appropriateness of those recommendations and strategies to each individual's situation, circumstances, Customers and product can only be determined by

the person involved in the selling situation and accordingly SalesITV cannot take responsibility or accept liability. However, SalesITV will accept that liability if it cannot be excluded under legislation.

10.4. The Customer must take reasonable steps to minimise the extent of the loss you may suffer as a result of SalesITV if any such loss occurs. You must notify us in writing of your loss as soon as is reasonably possible.

11. Exclusions to liability

11.1. Subject to the consumer warranties and guarantees under the Australian Consumer Law 2010, and to the maximum extent permitted by law, we exclude any condition, guarantee or warranty which would otherwise be implied into these Terms and conditions, provide that nothing in these Terms and conditions should be interpreted as attempting to exclude these consumer guarantees or limit our liability for breaching the guarantees.

11.2. We will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages (including for loss of profits, goodwill, information, data or other intangible losses) resulting from (without limitation): (a) the use or inability to use the SalesITV Training Materials or the SalesITV Platform or your use of the SalesITV training Materials or SalesITV Platform; (b) unauthorised access or alterations of your transmissions to or from the SalesITV Training Materials or the SalesITV Platform; (c) activities resulting from the loss or misuse of your Member ID; (d) statements or conduct of any third party.

11.3. Given the nature of the Internet, we cannot guarantee that SalesITV's learning platform will always be available or fault or virus free. We do guarantee to use our best endeavors to provide such an environment.

11.4. The terms that apply to the supply of SalesITV are those that are expressly set out in these Terms and conditions, those set out in your Confirmation of Services and Licenses and those implied by laws relating to the supply of this service that are unable to be excluded. No other terms apply.

11.5. We do not warrant the accuracy, adequacy, currency or completeness of any information contained on the SalesITV Training Materials or SalesITV Platform.

11.6. We are not liable for any loss suffered by you as a result of your reliance on the accuracy or currency of information contained on the SalesITV Training Materials or SalesITV Platform.

11.7. Information in the SalesITV Training Materials or SalesITV Platform has been prepared in accordance with Australian law and may not satisfy the laws of any other country.

11.8. We do not accept any responsibility for loss or damage, however caused, which you may directly or indirectly suffer in connection with your use of the SalesITV Training Materials or SalesITV Platform or any linked SalesITV Platform.

11.9. We assume no responsibility, and shall not be liable, for any damage to your computer equipment or other property due to your access to, or use of the SalesITV Training Materials

or SalesITV Platform or by you downloading material from the SalesITV Training Materials or SalesITV Platform.

- 11.10. We assume no responsibility, and shall not be liable, for any interruptions or errors in access to the SalesITV Training Materials or SalesITV Platform or the accuracy, currency, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions) made through or in relation to the SalesITV Training Materials or SalesITV Platform.
- 11.11. We do not guarantee that the SalesITV Training Materials or SalesITV Platform will be free from errors or viruses, or that access to the SalesITV Training Materials or SalesITV Platform will function as intended or uninterrupted. You must take your own precautions to ensure that accessing the SalesITV Training Materials or SalesITV Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference or damage to our computer system which arises in connection with your use of the SalesITV Training Materials or SalesITV Platform.
- 11.12. We do not warrant that data transmissions over the internet between us and you are totally secure. We do not warrant and do not ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk.

12. Indemnity

You agree to indemnify, defend, and hold harmless us, and all our officers, directors, shareholders, employees, consultants, agents, and related bodies corporate from any and all third-party claims, liability, damages, and costs (including, but not limited to, reasonable lawyers' fees) arising from your:

- 12.1.1. any willful negligent or unlawful act or omission by you in relation to, or in the course of using, this SalesITV Training Materials or the SalesITV Platform;
- 12.1.2. failure to comply with these Terms and conditions; or
- 12.1.3. breach of any applicable law or statute.

13. General terms

13.1. Changes to Services and Terms and conditions

Features and specifications of products and services described or depicted on, or available for purchase through, the SalesITV Training Materials or SalesITV Platform are subject to change without notice.

We will review these Terms and conditions from time to time and may update them periodically. If we make changes, we will place the amended terms on the SalesITV Platform <https://app.salesitv.com/legal/terms/>.

13.2. Termination

In the event that you have breached any of these Terms and conditions, we may terminate your access to the SalesITV Training Materials or SalesITV Platform without prior notice. In the event of termination, our specific disclaimers and general disclaimer and limitation of liability will survive termination.

13.3. Governing Law

These Terms and conditions and the resulting agreement between you and us are governed and are to be construed under the laws of New South Wales.

You agree to submit to the exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and conditions.