



The Dog Bite Prevention Project Terms

Welcome to The Dog Bite Prevention Project, administered by Iron Men Henderson Pty Ltd (ACN 611 998 611) (**we, us or our**).

1. Agreement

1.1 By clicking on the "I agree" box and electronically signing the agreement (**Start Date**) you agree to The Dog Bite Prevention Project Terms and a legally binding agreement is formed between you and us for the Term (**agreement**).

1.2 This agreement will commence on the Start Date and will continue for 6 months (**Program Term**). At the end of the Program Term this agreement will automatically terminate unless:

(a) you give us notice 14 days prior to the end of the Program term of your wish to extend the agreement for a further 6 month term; and

(b) the Program Extension Fee is paid,

(together, the **Term**).

2. Program

2.1 A summary of the course or program content is included on www.dbpp.com.au. Depending on the course or program undertaken, we may provide you with access to our website www.dbpp.com, Open LMS learning platform and/or social media groups created by us (together the **Site**). The Site may allow you to:

(a) study and participate in your chosen program through The Dog Bite Prevention Project (course information is available at www.dbpp.com.au);

(b) upload Participant Materials;

(c) browse, search and utilise high quality Training Materials;

(d) download certain Training Materials that we give you written permission to download;

(e) access other resources; and

(f) connect with other participants studying your chosen program through The Dog Bite Prevention Project

(**Program**).

2.2 You may request we may make available additional materials. Any additional materials may be made available, at our discretion, at an additional cost.



- 2.3 You must use the Program only for authorised and lawful purposes, in accordance with any reasonable directions we might issue, and in a way which does not infringe the rights of anyone or restrict or inhibit another participant's access to the Program.
- 2.4 As a participant in the Program, you must not engage in any conduct which may be detrimental to us or our goodwill, reputation or business and/or the goodwill, reputation or business of other participants. You will not, and will not cause, permit, induce or encourage any other person to, disparage or otherwise make any statement of publication that may or may be likely to injure our reputation or that of our employees and officers.

3. Account

- 3.1 In order to access the Program, you must set up an account or must give us authority to set up an account on your behalf (authority may be granted by you to us via telephone).
- 3.2 You agree and acknowledge that all information you provide us will be true, accurate, current and complete and, if relevant, you are authorised to create an account for anyone other than yourself. We may request evidence of your authority to set up the account.
- 3.3 You are solely responsible for maintaining:
- (a) the confidentiality and security of your account (including user names and passwords) and all activities on or through your account; and
 - (b) any necessary software or technical requirements (including all related costs) in order to allow your use of, or access to, the Services.
- 3.4 You must notify us immediately of any unauthorised use of your account. We are not liable for any loss or damage arising in connection with any unauthorised use of your account.
- 3.5 We reserve the right to approve your account set up, and/or request additional information from you prior to approving your set up.
- 3.6 We reserve the right to disable, suspend or cancel your account and/or to revoke the qualification associated with the Program if you fail to comply with your obligations under this agreement or if we suspect there is unauthorised use of your account (as determined by us acting reasonably).

4. Participant Materials

- 4.1 Depending on the course being undertaken, our Site may allow you to upload, submit, post, interact with, and/or display certain materials. You are responsible for all your content that you submit, post or display on your account, including data, text, files, information, usernames, images, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links, and other materials (**Participant Materials**).
- 4.2 You must not submit, post or display any Participant Materials that:



- (a) you do not have permission, right or license to use, upload, and permit use as contemplated by this agreement;
- (b) is objectionable, offensive, unlawful, defamatory, deceptive or harmful; or
- (c) is illegal, fraudulent, or manipulative.

4.3 We may refuse to review or remove Participant Materials which are inappropriate or are in breach of this agreement without notice.

5. Licence and intellectual property

5.1 You are granted a non-exclusive, non-sublicensable, non-transferable worldwide licence for the Term, to use Training Materials for the purpose of undertaking the Program, subject to your compliance with this agreement.

5.2 You will not:

- (a) make unauthorised use of, or modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute Training Materials in any way except as expressly provided for under this agreement;
- (b) sublicense, sell, assign or otherwise transfer or attempt to do so all or part of your rights under this agreement; and/or
- (c) incorporate Training Material into a logo trade mark or service mark, without obtaining our prior written consent.

5.3 You retain all the rights in and to the Participant Materials. You grant to us a perpetual, irrevocable, non-exclusive and royalty-free licence to use and reproduce the Participant Materials for the purpose of developing the Program or Training Materials or performing our obligations under this agreement.

5.4 You consent to us:

- (a) naming you as a participant, training partnered RTO, RTO licensee or similar and reproducing your business name and logos for marketing and publicity purposes; and
- (b) using the Participant Materials for internal training and our marketing and publicity purposes, provided such material does not contain any commercially sensitive information or Confidential Information.

5.5 You acknowledge that:

- (a) the Training Materials are factual information only regarding the Program,
- (b) the Training Materials are not a statement of opinion, advice or recommendation; and



- (c) the Commonwealth and each State and Territory may have separate legislation and regulations governing work health and safety practices and/or animal management. It is your responsibility to ensure that any work health and safety practices and/or animal management practices you implement comply with the relevant laws or regulations.

6. Non-Compete

6.1 During the Restraint Period you must not either directly or indirectly, or on behalf of another person or entity:

- (a) be Engaged in any Competing Business;
- (b) establish, purchase or carry on a Competing Business; or
- (c) provide any services or materials which are the same as, or similar to, the Training Materials or Platform, to a Competing Business without our written consent.

6.2 You acknowledge that:

- (a) the restraint imposed by this clause goes no further than is reasonably necessary to protect our legitimate business interests;
- (b) the fee under this agreement is adequate consideration for the obligations under this clause;
- (c) in the event of any breach or threatened breach of this clause, damages may not be an adequate remedy and we will be entitled to seek and obtain, without limitation, injunctive relief; and
- (d) this clause will survive termination of this agreement.

7. Fees

7.1 You acknowledge and agree you are required to pay the Program Fee in full prior to being granted access to the Program.

7.2 The Program Fee is only valid for the version of the Program current at the time of purchase. Where a new version of the Program is available, and you have not commenced the version of the Program you purchased, you may be made aware of the revised version of the Program and given an option to purchase or upgrade your access to the revised version of the Program (and its corresponding Materials).

7.3 You may require:

- (a) an extension of the Program Term in accordance with clause 1.1, in which case you must pay us the Program Extension Fee; and/or
- (b) additional materials in accordance with clause 2.2, in which case you must pay us the fee we quote for such additional materials.



- 7.4 You may pay any fees due under this agreement by direct debit in advance.
- 7.5 Where your payment method is direct debit:
- (a) your nominated debit or credit card will be charged when we accept your request to participate in the Program.
 - (b) it is your responsibility to ensure your that:
 - (i) your direct debit details are, at all times, valid and up to date;
 - (ii) sufficient funds are available; and
 - (iii) the billing address and other necessary information you have provided are, at all times, valid and up to date;
 - (c) your direct debit transactions will be performed through payment gateways. We currently use payment gateway Stripe via commerce platform Woocommerce;
 - (d) we do not correct or store your payment information, it is collected and stored by the owner of the payment gateway referred to in clause 7.5(c);
 - (e) payments will appear on your accounts as DOG BITE PREVENTION PR;
 - (f) we are not liable for any charges you incur as a result of out of date payment information. If we incur an expense due to incorrect payment information provided by you, we reserve the right to seek reimbursement from you for such expense; and
 - (g) if we are unable to debit your direct debit payment method:
 - (i) you authorise us to reattempt the payment method a maximum of four times in a four-week period;
 - (ii) if such reattempts are unsuccessful, we reserve the right to seek payment off you via an alternative payment method and/or seek to recover the debt through alternative means (either directly, or through a third party)
 - (iii) you may be required to reimburse us for any costs we incur when reattempting payment; and
 - (iv) we may suspend your account and access to the Program until all overdue amounts are paid.
- 7.6 Subject to clause 10.5, all fees paid are non-refundable.
- 7.7 You acknowledge that we have the right to increase the fees by up to 10% not more than once in any consecutive 12 month period or on notice if there is an increase in fees charged by third party suppliers.



7.8 Unless otherwise expressly stated, all fees, prices or other sums payable or consideration to be provided under this agreement are exclusive of GST. If GST applies to a supply by any party under this agreement, the consideration will be increased by an amount equal to the GST liability incurred by the party making the supply.

8. Site

8.1 You understand and agree that your use of the Site is provided “as is” and “as available”. We do not represent or warrant that the operation of the Site will be secure, confidential, uninterrupted, error-free, accurate, complete or current.

8.2 We update and carry out maintenance on the Site regularly, so we may have to suspend access, service or functionality on the Site from time to time, without notice. We will not be liable if, for any reason, the Site is not available at any time or for any period of time.

8.3 In using the Site, you must not:

- (a) post commercial advertisements;
- (b) provide us with inaccurate or incomplete information or impersonate any person;
- (c) distribute viruses, corrupt files, or any other similar software or programs that may damage the operation of any computer hardware or software;
- (d) collect or store personal data about other users of this Site;
- (e) engage in any other conduct that inhibits any other person from using or enjoying this Site;
- (f) transfer, distribute or on-sell any copy of the Program or Training Materials (or any derivative of them) to any third party;
- (g) copy, cache, reproduce, reverse assemble or reverse compile the Program or Training Materials in whole or in part; and/or
- (h) do anything that would prejudice the existing right, title or interest in the Program or Training Materials.

9. Third party products

We may use third party products (including platforms, software and hardware) in supplying you with access to the Program (**Third Party Product**). You acknowledge that:

- (a) your use of, and access to, the Third Party Products may be subject to additional fees and separate terms issued by the Third Party Supplier, which will form a separate agreement between you and the relevant Third Party Supplier;
- (b) we make no representations or warranties in relation to, and do not accept liability for, any Third Party Products; and



- (c) we may suspend your use of, or access to, the Third Party Products on request from the Third Party Supplier of such Third Party Products.

10. Termination

10.1 We may terminate this agreement and cancel your access to the Program:

- (a) on 30 days' notice in writing; or
- (b) immediately if you breach any law or regulation.

10.2 You may terminate this agreement and cancel your access to the Program on 7 days written notice by contacting us at accounts@dbpp.com.

10.3 Either party may terminate this agreement on notice if the other party:

- (a) becomes insolvent or enters into liquidation;
- (b) breaches this agreement and that breach is not capable of remedy; or
- (c) breaches this agreement and fails to remedy a breach within 14 days' notice from the other party requesting the breach be remedied.

10.4 Upon termination of this agreement, you will immediately cease to receive access to the Program, and any Training Materials downloaded prior to cancellation must be returned or destroyed and may not continue to be used after termination of this agreement and cancellation of your access to the Program.

10.5 Upon termination of this agreement by:

- (a) you, in accordance with clause 10.3; or
- (b) us, in accordance with clause 10.1(a),

we will refund you any pre-paid and unused Program Fees.

11. Confidentiality

11.1 Each party must keep all Confidential Information confidential and use such information for the sole purpose of performing the obligations under this agreement or complying with applicable laws.

11.2 Neither party may use or disclose the Confidential Information except:

- (a) to that party's employees or advisers on a need-to-know basis and that party must ensure that such persons understand and comply with the obligations imposed by this agreement;



- (b) as required by law, subject to that party notifying the other party immediately if that party becomes aware that such disclosure may be required; or
- (c) with the other party's prior written consent.

12. Feedback

- 12.1 We welcome and encourage you to notify us of your complaints, feedback, comments and suggestions for improvements to the Program at info@dbpp.com.au.
- 12.2 You acknowledge and agree that all feedback you give us will be our sole and exclusive property and you agree to assign to us all of your right, title, and interest in and to all feedback (including intellectual property rights) and waive any moral rights you may have in such feedback.

13. Data and Personal Information

- 13.1 You acknowledge and agree:
 - (a) we may collect aggregated information about your activities, including web requests Internet Protocol (IP) addresses, browser types, referring/exit pages and URLs, number of clicks and how you interact with links on the Site, domain names, landing pages and pages viewed; and
 - (b) we may collect details of how you use the Program, including search queries, the types of content you view or engage with or the frequency and duration of your activities.
- 13.2 By entering this agreement a party may be providing the other party with personal information, including without limitation, name (including any business name and/or trading name), mailing address (including postcode), telephone number, email address, Australian Business Number or Australia Company Number, nationality and/or personal identification information (**Personal Data**) relating to a party, its related entities and/or its employees to the other party and its related entities.
- 13.3 Such Personal Data may be collected and shared to allow the parties to fulfil their obligations under this agreement, to connect you with Program coaches, to process invoices and payment, and to communicate with each other from time to time in relation to this agreement.
- 13.4 Each party will deal with the other party's Personal Data in accordance with that party's privacy policy and at all times in accordance with the applicable privacy laws (including the *Privacy Act 1988 (Cth)*).

14. Liability and indemnity

- 14.1 You indemnify us from and against all claims, liability, loss, damage, expenses and costs (including reasonable legal costs) arising from or in connection with any breach of this agreement by you and any claim that the Participant Materials are unlawful or infringes the intellectual property rights of any person.



- 14.2 You acknowledge we have no control over the conduct or other users of the Site, and we do not warrant that the Site and/or access to the Training Materials will be uninterrupted or error-free.
- 14.3 Our services come with guarantees that cannot be excluded under schedule 2 to the *Competition and Consumer Act 2010 (Cth)* (Australian Consumer Law). For major failures with the service, you are entitled:
- (a) to cancel your service contract with us; and
 - (b) to a refund for the unused portion, or to compensation for its reduced value
- 14.4 You are also entitled to be compensated for any other reasonably foreseeable loss or damage.
- 14.5 If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.
- 14.6 To the extent permitted by law:
- (a) we are not liable for any loss or damage, however it arises, whether in contract, statute or tort (including negligence), arising out of, or in connection with:
 - (i) the acts or omissions of any other Program participants;
 - (ii) your reliance on, or use of, any Program Materials (including any reliance and/or use after the expiry or termination of the Term);
 - (iii) any content that is incorrect, inaccurate or incomplete. If you rely on any such content, you do so at your sole risk and you are responsible for any independent verification of the content; or
 - (iv) third party sites or resources. The Program may contain links to third party sites and resources and we have no control over those sites; and
 - (b) we exclude liability for any loss of profit, loss or corruption of data, special, exemplary, punitive, incidental, indirect or consequential loss or damages suffered or incurred or arising in connection with the Program or in connection with any act or omission by us (negligent or otherwise); and
 - (c) our aggregate liability in connection with this agreement, whether based on warranty, contract, statute, tort (including negligence) or otherwise, will not exceed an amount equal to the fees paid by you to us (if applicable) in the 6 months preceding the claim.

15. Force Majeure

- 15.1 If a Force Majeure Event occurs, the affected party must notify the other party and the obligations of the party will be suspended to the extent that they are affected by the relevant Force Majeure Event until that Force Majeure Event has ceased.



15.2 If a Force Majeure Event continues for more than 60 days, either party may terminate this agreement.

16. General terms

16.1 Nothing in this agreement will be taken as giving rise to a relationship of employment, agency, partnership or joint venture. Except as otherwise provided in this agreement, the parties acknowledge and agree that neither party will have any authority to bind the other party or to enter into an agreement in the name of the other party.

16.2 Neither party may assign, transfer or otherwise deal with this agreement or any right under this agreement without the prior written consent of the other party, which must not be unreasonably withheld.

16.3 This agreement contains the entire understanding between the parties concerning the subject matter of the agreement and supersedes all prior communications.

16.4 The failure of either party to enforce any provisions under this agreement will not waive the right of such party thereafter to enforce any such provisions.

16.5 This agreement may not be amended or varied unless the amendment or variation is in writing and signed by all parties.

16.6 A notice, consent or other communication under this agreement is only effective if it is in writing, signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address or email address, specified in the Key Details.

16.7 Any warranty, liability, indemnity, or obligation of confidentiality in this agreement will survive termination. Any other term which by its nature is intended to survive termination of this agreement survives termination of this agreement.

16.8 If any term or provision of this agreement are held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this agreement and the remaining terms and conditions will be unaffected.

16.9 This agreement is governed by and construed under the laws of New South Wales, Australia and the courts of that jurisdiction will have exclusive jurisdiction over any dispute arising out of this agreement.

17. Definitions

Competing Business means a business that conducts business similar to the Program.

Confidential Information means confidential, proprietary and commercially-sensitive information (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) including information which:

(a) is identified as confidential or ought to have been known to be confidential; and



- (b) relates to our business affairs and practices, including financial information, business opportunities, business plans, business processes and methodologies,

but does not include information which is in, or comes into, the public domain other than by a breach of this agreement, or which is independently known to the other party as evidenced by its written record.

Engaged In includes advising, providing services or being engaged, concerned or interested in any capacity (including as principal, employee, consultant, agent, partner, director or shareholder).

Force Majeure Event means any act, event or cause including earthquakes, cyclones, floods, fires, lightening, storms or other acts of God, pandemics, strikes or industrial disputes, riots, terrorist acts, civil disturbances, breakages of machinery, or industrial conditions, or arising out of any other unexpected and exceptional cause, delays in transportation and dispositions or orders of governmental authority, which:

- (a) directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under this agreement; and
- (b) is beyond the reasonable control of that party.

Participant Materials has the meaning given to that term in clause 4.1.

Personal Data has the meaning given to that term in clause 13.1.

Program has the meaning given to that term in clause 2.1.

Program Extension Fee means (as applicable):

- (a) \$50 + GST for a 3 month extension; or
- (b) \$100 + GST for a 6 month extension)

Program Fee means the course or program fee quoted on www.dbpp.com.au (unless we notify you otherwise).

Program Term has the meaning given to that term in clause 1.2.

Restraint Period means the Term and:

- (a) a period of 12 months commencing on the termination of this agreement, or of if a court considers this is unreasonable;
- (b) a period of 6 months commencing on the termination of this agreement, or of if a court considers this is unreasonable;
- (c) a period of 3 months commencing on the termination of this agreement, or of if a court considers this is unreasonable; and



(d) a period of 1 month commencing on the termination of this agreement.

Site has the meaning defined in clause 2.1.

Third Party Product has the meaning given to that term in clause 9.

Third Party Supplier means a supplier who supplies Third Party Products (other us).

Training Materials means the Site including text, photos, graphic designs, trademarks/logos, and images, any and all training materials, documentation, assets, and materials of ours.