

## **TERMS OF USE**

### **1. AGREEMENT BETWEEN THE USER AND MEA ADVISORY**

- 1.1 The MEA Advisory Learning Management System (the "**LMS Software**") is provided by MEA Advisory Pty Ltd ("**MEA Advisory**") and is comprised of various web pages which are operated by MEA Advisory (the "**MEA Advisory Website**").
- 1.2 The LMS Software and/or other services available via the MEA Advisory Website are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "**Service**"). Your use of the LMS Software and/or the MEA Advisory Website constitutes your agreement to use the Service and to all such terms, conditions, and notices as contained in this Agreement.

### **2. LICENSE TO USE THE LMS SOFTWARE**

- 2.1 MEA Advisory hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement (the "**Licence**"). As part of this Licence you are allowed to create user accounts for your own internal business purposes ("**Users**"). All rights not expressly granted to you are reserved by MEA Advisory and its licensors. You may not
  - 2.1.1 access the Service if you are a direct competitor of MEA Advisory, unless you have the prior written consent of MEA Advisory;
  - 2.1.2 access the Service for purposes of monitoring its availability, performance or functionality, or for competitive purposes;
  - 2.1.3 license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the content of the LMS Software and/or other services available via the MEA Advisory Website in any way unless permitted and agreed upon by MEA Advisory;
  - 2.1.4 modify or make derivative works based upon the Service or the content of the LMS Software and/or other services available via the MEA Advisory Website or create Internet links to the Service, copy any ideas, features, functions or graphics of the Service;
  - 2.1.5 use the LMS Software and/or the MEA Advisory Website for any purpose that is unlawful or prohibited by this Agreement;
  - 2.1.6 use the LMS Software and/or the MEA Advisory Website in any manner which could damage, disable, overburden, or impair the LMS Software and/or the MEA Advisory Website or interfere with any other party's use and enjoyment of the LMS Software and/or the MEA Advisory Website; and
  - 2.1.7 obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the LMS Software and/or the MEA Advisory Website or any other products or information provided by MEA Advisory.

### **3. YOUR RESPONSIBILITIES**

- 3.1 You are required to immediately notify MEA Advisory of any unauthorized use of any password or account or if you become aware of any other breach of any of the terms of this

Agreement. You are responsible for:

- 3.1.1 all activity occurring under your User accounts and shall abide by all applicable local, national and international laws; and
- 3.1.2 the quality, accuracy and integrity of any data and other information that you submit to MEA Advisory in the course of using the services.
- 3.2 MEA Advisory will not be responsible for any corrections, deletions, or damage to your data.

#### **4. MODIFICATION OF THESE TERMS OF USE**

MEA Advisory reserves the right to change the terms, conditions, and notices under which the Services are offered, including but not limited to the charges associated with the use of the LMS Software and/or the MEA Advisory Website (the "**Changes**"). These Changes will be effective upon either posting an updated version of this Agreement on the LMS Software login page or by emailing you the updated Changes.

#### **5. LINKS TO THIRD PARTY SITES**

The LMS Software and/or the MEA Advisory Website may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under the control of MEA Advisory and MEA Advisory is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. MEA Advisory is not responsible for webcasting or any other form of transmission received from any Linked Site. MEA Advisory provides these links to you only as a convenience, and the inclusion of any link does not imply endorsement by MEA Advisory of the site or any association with its operators.

#### **6. USE OF COMMUNICATION SERVICES**

- 6.1 The LMS Software and/or the MEA Advisory Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "**Communication Services**"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:
  - 6.1.1 Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
  - 6.1.2 Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
  - 6.1.3 Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
  - 6.1.4 Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
  - 6.1.5 Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
  - 6.1.6 Conduct or forward surveys, contests, pyramid schemes or chain letters.

- 6.1.7 Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- 6.1.8 Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- 6.1.9 Restrict or inhibit any other user from using and enjoying the Communication Services.
- 6.1.10 Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- 6.1.11 Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- 6.1.12 Violate any applicable laws or regulations.
- 6.2 MEA Advisory has no obligation to monitor the Communication Services. However, MEA Advisory reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. MEA Advisory reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- 6.3 MEA Advisory reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at MEA Advisory's sole discretion.
- 6.4 Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. MEA Advisory does not control or endorse the content, messages or information found in any Communication Service and, therefore, MEA Advisory specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized MEA Advisory spokespersons, and their views do not necessarily reflect those of MEA Advisory.
- 6.5 Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

## **7. MATERIALS PROVIDED TO MEA ADVISORY AND TO THE LMS SOFTWARE**

- 7.1 MEA Advisory does not claim ownership of any of the materials you provide to the LMS Software and/or the MEA Advisory Website (including feedback and suggestions) or post, upload, input or submit to the LMS Software and/or the MEA Advisory Website or any of its associated services (collectively "**Submissions**"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting MEA Advisory, its affiliated companies and necessary sublicenses permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.
- 7.2 No compensation will be paid with respect to the use of your Submission, as provided herein. MEA Advisory is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the LMS Software and/or the MEA Advisory Website at MEA Advisory's sole discretion.

- 7.3 By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## **8. LIABILITY DISCLAIMER**

- 8.1 The information, software, products, and services included in or available through the LMS Software and/or through the MEA Advisory Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. MEA Advisory and/or its suppliers may make improvements and/or changes to the LMS Software or the MEA Advisory Website at any time. Any advice received via the LMS Software and/or through the MEA Advisory Website or from MEA Advisory should not be relied upon for personal, medical, legal, commercial or financial reasons and you should consult an appropriate professional for specific advice which is tailored to your situation.
- 8.2 MEA Advisory accepts no responsibility for the failure or interruption of the LMS Software and/or the MEA Advisory Website. MEA Advisory assumes no responsibility for the performance, availability, uninterrupted use of or operation of the internet, your connection to the internet or the provision of the LMS Software to your computer.
- 8.3 MEA Advisory and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related services provided by MEA Advisory or through the LMS Software and/or the MEA Advisory Website and such services are provided 'as is' without warranty or condition of any kind. MEA Advisory and/or its suppliers hereby disclaim all warranties and conditions with regard to any information, software, products, services and related services, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- 8.4 To the maximum extent permitted by the applicable law, in no event shall MEA Advisory and/or its suppliers be liable for:
- 8.4.1 any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including without limitation, damages for loss of use, date or profits, arising out of or in any way connected with the use or performance of the LMS Software or the MEA Advisory Website;
  - 8.4.2 with the delay or inability to use the LMS Software and/or the MEA Advisory Website or any other related services;
  - 8.4.3 for any information, software, products, services and related graphics obtained through the LMS Software and/or the MEA Advisory Website; and
  - 8.4.4 any other claim arising out of contract, tort, negligence, strict liability or otherwise arising out of the use of the LMS Software and/or the MEA Advisory Website, even if MEA Advisory and/or any of its suppliers have been advised of the possibility of damages.
- 8.5 As some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. Therefore, if you are dissatisfied with any portion of the LMS Software and/or the MEA Advisory Website, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the LMS Software and/or the MEA Advisory Website.

## **9. BILLING AND PAYMENT**

MEA Advisory bills for its services in advance using Direct Payment Solutions (DPS) which is provided by PayPal. You are required to supply MEA Advisory with your complete, accurate and up-to-date billing details including your business name, and accounts payable contact details. You are required to pay all fees or charges to your account in accordance with the access fee, charges, and billing terms in effect at the time. MEA Advisory reserves the right to modify its access fee and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail.

## **10. TERMINATION/ACCESS RESTRICTION**

Any breach of your payment obligations or unauthorized use of the LMS Software to any third parties will be deemed a material breach of this Agreement. MEA Advisory, in its sole discretion, may terminate your password, account or use of the LMS Software, without notice, if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that MEA Advisory may delete your data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

## **11. REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. MEA Advisory represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

## **12. INDEMNITY**

You agree to defend, indemnify and hold harmless MEA Advisory, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the MEA Advisory Website and/or the LMS Software; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your use of the LMS Software caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the MEA Advisory Website.

## **13. SERVICE AVAILABILITY & SUPPORT**

- 13.1 You understand that MEA Advisory uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- 13.2 In the event of a service outage MEA Advisory will not and cannot be held liable for data loss, but will endeavour to restore the Services as soon as is reasonably practical.
- 13.3 You understand that the technical processing and transmission of the Service may be

transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. MEA Advisory reserves the right to use other third party vendor as and when is necessary in order to deliver the Services.

- 13.4 MEA Advisory is committed to providing an excellent level of support. We aim to acknowledge all emailed support requests within 48 hours and will attempt to resolve critical issues within 36 hours.

#### **14. GENERAL**

- 14.1 To the maximum extent permitted by law, this agreement is governed by the laws of England and Wales (the "**Applicable Law**") and you hereby consent to the exclusive jurisdiction and venue of courts in England in all disputes arising out of or relating to the use of the LMS Software and/or the MEA Advisory Website.
- 14.2 Use of the LMS Software and/or the MEA Advisory Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and MEA Advisory as a result of this Agreement or use of the LMS Software and/or the MEA Advisory Website. MEA Advisory's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of MEA Advisory's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the LMS Software and/or the MEA Advisory Website or information provided to or gathered by MEA Advisory with respect to such use.
- 14.3 If any part of this agreement is determined to be invalid or unenforceable pursuant to Applicable Law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

#### **15. ENTIRE AGREEMENT**

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and MEA Advisory with respect to the LMS Software and/or the MEA Advisory Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and MEA Advisory with respect to LMS Software and/or the MEA Advisory Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

## **16. TRADEMARKS**

- 16.1 The names of actual companies and products mentioned herein may be the trademarks of their respective owners.
- 16.2 The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.
- 16.3 Any rights not expressly granted herein are reserved.

## **17. COPYRIGHT AND TRADEMARK NOTICES**

All contents of the Service are: Copyright © 2010 MEA Advisory, Inc. All Rights Reserved and/or its suppliers.