

TERMS & CONDITIONS as at 25 February 2010

Introduction

By accessing the ALAust Website, you agree to these Terms and Conditions

Version. These terms and conditions were last modified on 25 February 2010.

Copyright. The information on this Website is protected by copyright

Copyright Notice. ©2009 G M McMahon Consultants Pty Ltd, 22 Kersley Road, Kenmore Q 4069 Australia. All rights reserved.

General. This Agreement is governed by and interpreted under the laws of the state of Queensland, Australia.

This Agreement and the documents that it incorporates set out the entire understanding between us concerning access to, use of, and participation in the services, products and activities of ALAust. Those parts of This Agreement captioned 'Fees', 'Release', 'Limitation of Liability', 'Indemnity', 'Proper Use of Website' and 'Legal Disputes' shall survive any completion, termination or expiry of This Agreement.

The decision by ALAust not to take action with respect to a breach by you or others of This Agreement does not alter This Agreement nor establish a waiver by ALAust of ALAust's right to take action with respect to any subsequent breach of the same or similar type or nature.

If any provision or part of This Agreement is held to be invalid or unenforceable, that provision or part shall be deleted from This Agreement, and the other provisions and parts shall remain in force.

The captions given to paragraphs and to groups of paragraphs are for reference purposes only. Words used in these captions in no way describe or define the scope of the relevant paragraph or paragraphs, or the limits upon or extent of that scope.

Definitions and Explanations. In these Terms and Conditions:-

'You' and 'your' means any person or entity using the services and products of ALAust. Unless otherwise stated, 'ALAust', 'we' or 'our' refer collectively to G M McMahon Consultants Pty Ltd (also trading as Adair Leadership Australia) ACN 139 801 513

'Your Information' is defined as any information that you provide to ALAust or to other users as part of the registration for, effecting payment towards, providing verifications regarding, contributing to or participating in ALAust products and services.

An 'instant transfer' means that ALAust receive the funds immediately from a valid credit card or a bank account, if such a funding facility has been previously arranged as a 'credit or funding back-up source'.

An 'eCheque' is a payment device by which ALAust will only receive funds once the eCheque has been cleared through the banking system

'Product' means an item purchased through the website and applies to tangible items only

'Proof of transmission' means any acceptable standard for proof of transmission

'Proof of shipment' means any acceptable standard for proof of shipment

These terms and conditions incorporate the following policies:

1. Acceptable Use Policy 25 February 2010
2. Fees Policy 25 February 2010
3. Privacy Policy 4 March 2007
4. Proof of Shipment 16 February 2009
5. Research Policy 4 March 2007

The date that the policies were last updated is shown with the name of the policy.

Additional terms and conditions relevant to certain of the services and activities of ALAust are contained in these policies.

The contract between you and ALAust is defined by these terms and conditions as expanded upon by the current versions of the aforementioned policies. These terms and conditions are attached to your use of any related products and services available through www.ALAust.com.

These terms and conditions may be amended at any time by posting the amended terms and conditions onto the ALAust website. The date of the most recent amendment will be shown. The 'Terms & Conditions' page on www.ALAust.com has been provided to facilitate easy reference by users and potential users to these terms and conditions, prior to the placing any order for a product or service.

Unless otherwise specified, all references to a 'bank' in these terms and conditions include banks, credit unions and all entities authorized to carry on general banking business under Australian law. All references to a 'credit card' include Visa-branded and MasterCard-branded debit cards.

Legal Relationship between You and ALAust

ALAust acts as a facilitator to assist you to gain accreditation as an Adair Accredited Trainer.

ALAust acts also as a contractor, based upon your directions and your requests for use of ALAust products and services, which requires us to carry out programs, projects, activities and tasks to your benefit or on your behalf.

ALAust reserves the right to discontinue a product or a service at any time, at the sole discretion of ALAust. ALAust can exercise this discretion for any reason, upon giving notice to the user of the product or service. A breach of these terms and conditions is one of the reasons for which ALAust can exercise its discretion to withdraw from or discontinue a product or service.

Identity Authentication. We use many methods and techniques to gain an indication that a user's identity has an increased likelihood of being correct. This is the only reason why these many techniques are used when potential users order or seek access to the use of our products and services.

You authorize ALAust to validate your identity by making inquiries, either to you or directly or indirectly through third parties. It is only required that ALAust consider the inquiries to be necessary. The techniques used may include credit reports and credit checks, or reference to third party databases for the verifying of information received from you. ALAust, however cannot and does not guarantee the identity gained through ALAust services and products or any other user or third party. Please consider the difficulties of validating identities of users of the internet when considering this term.

Release. You release ALAust (and our subsidiaries, joint ventures, related entities, affiliates, officers, directors, employees and agents) from any and all claims for damages or demands for redress of every kind arising out of or in any way connected with disputes you may have with third parties involving the use of ALAust services, products and activities.

No Warranty. WE, OUR PARENT, SUBSIDIARIES, JOINT VENTURES, RELATED ENTITIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS PROVIDE OUR SERVICES 'AS IS' AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATURORY TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE, OUR PARENT, SUBSIDIARIES, JOINT VENTURES, RELATED ENTITIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ALAust shall make reasonable efforts to ensure that requests for products and services are processed in a timely manner, but ALAust make no representations or warranties regarding the amount of time needed to complete processing.

ALAust does not guarantee continuous, uninterrupted or secure access to our services and products, and operation of our site may suffer interferences.

Please have regard to the dependence of ALAust on factors outside of our ability to control and / or to influence when considering these terms and conditions. Please also consider the vulnerability of ALAust products and services to delays in or interruptions to mail services, email services, banking systems including the internet, time of day differences, needs of our specialists for leave or for closed work environments, and virus alerts.

Limitation of Liability. IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES, JOINT VENTURES, RELATED ENTITIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEB SITE, OUR SERVICE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), TO THE MAXIMUM EXTENT PERMITTED BY LAW

IN ANY EVENT, OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDIARIES, JOINT VENTURES, RELATED ENTITIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES, IN ANY CIRCUMSTANCE, IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES THAT YOU INCUR

Indemnification. You agree to indemnify and hold ALAust, its parent, subsidiaries, joint ventures, related entities, affiliates, officers, directors, employees, agents and suppliers harmless from any claim or demand (including legal fees) made or incurred by any third party caused by or arising out of your breach of these terms and conditions or of the terms and conditions incorporated into the agreement between us by reference to ALAust policies or to other documents.

You further agree to indemnify and hold ALAust, its parent, subsidiaries, joint ventures, related entities, affiliates, officers, directors, employees, agents and suppliers harmless from any claim or demand (including legal fees) made or incurred by any third party caused by or arising out of any violation by you of any law or of the rights held by a third party in connection with or arising out of your use of the ALAust services or products

Agreement regarding Displays. You agree that ALAust may terminate your standing or relationship with ALAust, may terminate your use of ALAust's services and products and may prohibit the use of ALAust services and products if you display any service or product of ALAust or information about ALAust on your website or other website or e-listing without the written agreement of ALAust.

Your Information for Online Activities

You are solely responsible for Your Information that you disclose during use of any weblog or e-room or other online activities with the ALAust website or associated website.

ALAust acts as a passive conduit for your online activities with ALAust, including the distribution and publication of Your Information as part of ALAust registration, payment, verification, contribution and or participation processes and activities.

Your Information disclosed as part of online activities, and those activities through ALAust online services and products shall not:

1. contain data or statements that are inaccurate or misleading or false
2. be fraudulent
3. violate ALAust's Acceptable Use policy
4. breach or infringe upon the intellectual property rights of any third party, including but not limited to copyright, trademark, registered trade mark, confidential information, trade secret, patent or other property rights or rights of publicity or privacy
5. violate any law, statute, regulation, or contract including, but not limited to those pertaining to consumer protection, unfair competition or false advertising
6. be unlawfully bullying, harassing or threatening
7. be insulting, derogatory, libelous or defamatory
8. be improperly suggestive or obscene
9. contain pornography or child pornography
10. be unlawfully discriminatory
11. contain any viruses or other computer programming devices or routines (such as but not limited to worms and Trojan horses) that may damage, intercept, capture or extract data or information without the knowledge of ALAust or others using ALAust services
12. In any other way cause ALAust to suffer the loss (in whole or in part) of our suppliers, including but not limited to the services of our Internet Service Providers
13. use ALAust to facilitate your own commercial activities, including the sale of goods or services, otherwise than as agreed with ALAust in writing

If you use or attempt to use the services or products of ALAust for purposes other than training and development in leadership competencies (whether by profiling, consultancy, coaching, training, networking, action learning, reading, or research), including but not limited to acts tending to undermine the security or functionality of ALAust services or product, whether by corrupting, hacking, tampering, or otherwise altering or interfering with those services or products, the service from ALAust or your standing or relationship with ALAust will be terminated and will be subject to civil action for damages and other penalties or forms of redress, including criminal prosecution where applicable

Licence for Use of Information Supplied to ALAust. Engagement with ALAust through ALAust's goods and services is expected to cause you to supply ALAust with Your Information. To enable ALAust to use the information you provide or disclose to ALAust, so that any rights that you might have in that information are not being breached or infringed upon by ALAust, and solely for this purpose, you agree to grant ALAust a worldwide, royalty-free, nonexclusive, perpetual, irrevocable, sub-licensable right to

exercise the copyright, publicity, and database rights you have in your information, and limited only to those rights, in any media currently in use or that comes into use by ALAust, including any media not currently known. ALAust will use and protect your personal information in accordance with ALAust's Privacy Policy

Logos, Service Marks and Trademarks. The following may not be copied, reproduced, imitated or used, in whole or in part, without prior written permission of ALAust:

- ALAust.com and ALAust
- all related logos, products and services described in this ALAust website that are either trademarks or registered trademarks of ALAust, its associates or its licensors
- all service marks, trademarks and / or trade dress of ALAust, including but not limited to graphics, button icons, page headers, and scripts

except for the circumstances as hereinafter described.

For any use of these Logos that is given prior written agreement, the logos must not be changed in any way. The logos must not be included in any communication presentation or display that is in any way disparaging to ALAust or to the services and products of ALAust.

Further, these logos may not be employed in any way tending to imply or cause others to infer sponsorship or endorsement by ALAust or that you are acting as a representative or agent of ALAust. ALAust is a leadership development contractor, providing services and product to clients, and these Terms and Conditions do not intend nor do they serve to establish any agency, partnership, joint venture, franchise agreement, contract of service, contract for service, or employer-employee relationship with you

Notwithstanding the above, logos provided by ALAust through its Website Supply system may be used without prior written consent for the purposes of

- using ALAust documentation as a step to the use of or participation in a prepaid ALAust product, service or activity
- directing web traffic to the ALAust website.

Proper Use of Website. You agree that you will not engage in improper use of the ALAust website, whether by:

- Monitoring or copying or imitating or reproducing our web pages by use of any automatic facility, or manual procedure, including but not limited to use of an I frame or spider or robot
- Bypassing, short-cutting, interfering with or attempting the same with the proper working of the ALAust site or any activities conducted on the ALAust site
- Load stressing ALAust systems, by taking any action that imposes a large load on our infrastructure, the size of which is unreasonable for the purpose of or disproportionate to the size of the service or product at issue.
- Framing any contents of the site, deriving related works, showing any copied, reproduced, altered, or imitated product or content (except for Your Information)

- from the ALAust, some of which is licensed to ALAust by our users or third parties or is proprietary
- Otherwise using or attempting to use the ALAust website, its products and / or services, for purposes other than the training and development in leadership competencies of organizations, teams or individuals (whether by profiling, consultancy, coaching, training, networking, action learning, e-chatting, reading, assessment or research)

without our prior expressed written permission of ALAust, the appropriate user of ALAust or other appropriate third party.

Privacy and Security.

You should only log into the ALAust site on a web page that begins with <https://www.ALAust.com>. Do not use any other site that does not begin with that Web address

ALAust has a separate Privacy accessible from the ALAust website. ALAust only uses your personal information as described in the Privacy Policy. ALAust does not enter into commercial transactions with third parties regarding your personal information, without your consent. Your personal information and the information you disclose as a participant in an ALAust product, service or activity is a critical element to the core business of ALAust. ALAust affirms that the protection of a user's privacy essential to the credibility of ALAust as a provider of training and development.

ALAust may store all or part of your personal information on computers located in Australia or overseas, including the United Kingdom or the United States. An example only of a service that requires storage of your personal information overseas is where you seek accreditation as an ACL professional. These storage sites are secured by both physical and also technological devices. You expressly consent to the transmission and storage of you information outside of Australia when you use or participate in the services, products and activities of ALAust.

Fees. All fees are set forth in the Fees Policy. All fees will be assessed and expressed in the currency of Australia. All transactions are made and displayed in Australian Dollars unless otherwise specified, and may be subject to exchange rates and changes in exchange rates.

Making Payments.

Information requirements. Before you can send payments ALAust requires you to provide ALAust with identification. We require this information to authenticate your identity and to determine how much you are required to send. ALAust reserves the right to require additional information from you depending on your location, credit rating and other factors.

Refusing or Returning Payments. ALAust is free to return payments that you have sent. ALAust is free to automatically refuse payments from you. Those payments that are refused or returned will be returned to you no later than the date they are refused or 30 days after the date that you sent the payment, whichever is earlier

Electronic Transfers. Payment for automatically delivered products and services from the ALAust Website is to be made by an instant transfer. You agree that such requests constitute your authorization for such transfers.

Payments for other services can be made by other means including an eCheque with prior written agreement.

Collections and Remedies. In the event that any of the following circumstances occur in the commercial transactions between us, namely:

- you breach these Terms and Conditions or the policies referenced therein;
- ALAust is unable to verify or authenticate any information you provide to ALAust;
- ALAust comes to the view that actions by you are tending to pose risk to ALAust's finances, commercial standing or professional reputation
- ALAust comes to the view that your actions may cause a legal liability to arise for ALAust, ALAust users or for you
- A bank or a credit card company or commercial payment company, including (without limitation) Visa, Master Card, American Express or PayPal, deems that your activities of any kind constitute abuse of the banking or credit or debit card system or a breach of credit or debit card rules and regulations,

ALAust may, without limiting other remedies:-

- Correct, amend or update the information that you provide for any errors or inaccuracies;
- Communicate with you by means other than electronically
- Advise other users of your activities without further notice
- Limit access to the ALAust Website, and to ALAust services, products and activities
- Suspend your participation in ALAust services, products and activities for such period or until such event as ALAust shall determine, and
- Refuse to include you in ALAust activities or to provide ALAust services and products to you

You agree that the completion of any transaction between you and ALAust is not effected until the relevant funds have been charged to your funding source.

The rights set out under the heading, 'Making Payments', are in addition to, and apart from, any other rights.

Transfer of Rights. ALAust reserves the right to transfer This Agreement, or any right or obligation arising under This Agreement, without notice to you of without your consent, to a third party.

You agree that:

1. any rights or obligations you may have under these Terms and Conditions and policies referenced herein can not be transferred to third parties without the prior written consent of ALAust.
2. At the sole discretion of ALAust, This Agreement and all associated and related agreements or undertakings between you and ALAust may be automatically assigned by ALAust to a third party, such as may occur should ALAust be merged with another organization or acquired by another organization or entity, or for any other eventuality.

Compliance with the Law. You shall adhere to and comply with all applicable Australian, United Kingdom, US and other national laws, statutes, regulations, contracts and applicable licenses regarding your use of the ALAust Website, services, products and activities.

Notices.

Electronic Communications. You agree

1. to receive all Communications from ALAust in electronic form, including This Agreement, any other agreement, any notice, any correspondence or other communication dealing with your requests or orders or registrations regarding ALAust services, products and activities, the products, services and activities themselves from ALAust
2. that the electronic Communications may take the forms of postings on the ALAust Website pages and / or transmitted to your nominated or primary email address.
3. that ALAust reserves the right to provide Communications on paper, but is under no obligation to communicate on paper
4. that This Agreement constitutes ‘a document signed by You’ under any applicable law statute or regulation.
5. that all Communications in either electronic form or on paper are deemed to be ‘in writing’
6. that all Communications are deemed to have been received no later than five (5) working days after transmission or posting, whether or not you have retrieved the Communication.
7. That one copy of any Communication can be made and retained by you for the sole purpose of maintaining a record of your transactions with ALAust

Procedures. Except as explicitly stated otherwise, any notices to ALAust shall be given by postal mail to Adair Leadership Australia, PO Box 285, KENMORE Qld Australia 4069. Any notices to you shall be given to the email address that you have provided to

ALAust with your order for services and products or with your registration for activities. Alternatively ALAust may send you notice by postal mail to the address that you have nominated to ALAust.

For electronic email notice, notice shall be deemed to have been given 24 hours after the email was transmitted, unless the originator is aware that the electronic communication was not received. With the use of postal mail, notice shall be deemed to be given 3 days after the date of the postal stamp.

Dispute Resolution.

ALAust is committed to responding to user complaints fairly, and to treating the issues so disclosed as a gift of information that will assist ALAust to an improved service, product and / or activity.

ALAust will seek to resolve complaints in a timely manner, using the procedures set out below for the handing of complaints.

ALAust Customer Service Duty Officer in Brisbane, Australia has the responsibility within ALAust for managing responses to complaints.

Legal Disputes. ALAust's objective is to provide you with a neutral process for resolving the dispute quickly at reasonable costs to you and ALAust. Accordingly, you and ALAust agree that any proceeding at law or equity that arises out of This Agreement, involving a 'Claim' about ALAust services, products or activities, shall be addressed by the procedures set out in these Terms and Conditions or as otherwise mutually agreed upon in writing by you and ALAust. Before engaging other methods for resolution of complaints, users are requested to contact ALAust directly to seek a resolution as set out herein.

Alternatively, any Claim may be adjudicated by a court of competent jurisdiction located in Queensland, Australia, and in your case, your home address or principal places of business (but only if it is in Australia). You and ALAust agree to submit to the personal jurisdiction of the courts located within Queensland

Breaches of Provisions on Notices. Apart from actions seeking injunctive or equitable relief, claims between the parties must be resolved using the dispute resolution methods selected, in accordance with this part of these Terms and Conditions, by the party who is first to assert the Claim.

Should either party initiate an action contrary to this part, the other party may recover legal fees and costs up to AUD\$1500, provided that the party seeking the award of these costs has notified the other party in writing that the processes filed or initiated are improper under This Agreement, and provided that the other party has failed to withdraw the Claim from those improper processes.

Submitting a Complaint. Disputes between you and ALAust about the services, products and / or activities of ALAust can be reported to ALAust online at any time, or by calling +617 3378 7232 during hours of administration, normally 0900AM to 1500PM Australian Eastern Standard Time, Monday to Friday, all months except January.

You may also contact ALAust in Australia at the following address:

Attention ALAust Customer Service,
PO Box 285 KENMORE Qld Australia 4069

Additionally, if you are not satisfied with ALAust's resolution or handling of your dispute, you may wish to contact an external third party dispute resolution scheme. You and ALAust agree to use Dispute Resolution conducted from the Queensland Government Department of Justice.

Handling your complaint. ALAust's policy is to confirm receipt of a complaint from an Australian user within 10 business days, and to propose a resolution of the complaint if this is readily available to ALAust. It is acknowledged that it will not always be possible to resolve your complaint within this time frame, but ALAust policy is to make every effort to do so.

In circumstances where 10 business days is insufficient time to resolve a complaint, ALAust will notify the user by email of any likely extension of the timeline for responding, with the reason for the extension, and an expectation as to when a response might be forthcoming.

ALAust's next benchmark for resolving a complaint is a maximum time frame of 45 days. Again there may arise circumstances where this may not be possible, particularly where ALAust is reliant on responses or information from a relevant third party.

Alternative Dispute Resolution. ALAust may consider use of other alternative forms of dispute resolution, such as binding or non-binding mediation to be held in Queensland, Australia, or another location mutually agreed upon by the parties

Additional Information and Contact Details

For more information on the ALAust goods and services, visit ALAust's website at <http://www.ALAust.com>.

ALAust's contact details are as follows:

Adair Leadership Australia
PO Box 285
Kenmore, Qld 4069, Australia

Phone: +617 3378 7232; Fax: +617 3378 0042
Email: admin@ALAust.com

Disclosures. The services, products and activities are offered by ALAust. Fees for our services, products and activities are set out on the ALAust Website and are described in our Fees Policy