

Accelerate Zero

Terms of Service

Accelerate Zero Pty Limited ABN 66 656 167 378 (**Accelerate Zero, we, us, our**) provides training and capacity building programs to develop users' skills in various aspects of environmental sustainability, offered via self-directed electronic learning through the Platform, online interactive learning and face to face courses (**Units**).

These Terms govern your access to the Platform and use of the Courses, Units and Accelerate Zero Materials. Please read these Terms carefully. By creating an account with Accelerate Zero through the Platform (**Account**), or by accessing the Platform or any Course, Unit or Accelerate Zero Materials, you accept these Terms.

1. Definitions

Unless the context requires otherwise, the following terms have the meanings set out this clause 1.

- (a) **Accelerate Zero Materials** means any materials owned, provided or made available by Accelerate Zero (or third party licensors as the case may be) in any form or manner whatsoever, including videos, presentations, articles, news, surveys, quizzes, tests, and other educational, instructional or informative materials, whether or not such materials are included on the Platform or in any Courses or Units;
- (b) **Claim** includes any:
 - (1) claim, notice, demand, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, or award whether based in contract, civil, common law, tort (including negligence) or statute and whether involving a party to these Terms, a third party or otherwise; and
 - (2) loss, cost, damage, expense and/or liability arising directly or indirectly from any claim, notice, demand, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, or award referred to in paragraph (1) of this definition;
- (c) **Consequential Loss** means any consequential or indirect loss suffered or incurred under or in connection with these Terms (whether arising in contract or tort (including negligence), under an indemnity or otherwise) including loss of anticipated savings, loss of income, loss of profits, loss of goodwill, loss of contract, loss of business, loss of reputation, loss of use, partial or total loss or corruption of data, any form of business interruption, increased cost of working, and loss suffered as a result of **Claims** by any third party;
- (d) **Course** means a series of Units;
- (e) **Intellectual Property Rights** includes any and all registered or unregistered rights in, including rights to apply registration, renewal or extension in, any copyrights, patents, inventions, discoveries, trade secrets, processes, methodologies, know-how, specifications, computer programs or software, source or object codes, trade marks, logos, designs or confidential information or any rights of a similar nature under the laws of Australia or anywhere else in the world;

- (f) **Platform** means the digital platform made available by Accelerate Zero at www.acceleratezero.com.au and any associated applications available on that platform or designated by Accelerate Zero to form part of that platform, including any learning management system that may be used by Accelerate Zero to deliver Courses, Units, or parts of Courses or Units, together with any modifications, developments, enhancements or improvements from time to time;
- (g) **Terms** means these terms of service; and
- (h) **you, your** means any person that accesses or uses the Platform, a Course or Unit, Accelerate Zero Materials or any part of the Platform, a Course or Unit or any Accelerate Zero Materials.

2. Access to Units

2.1 Account

- (a) In order to access the Platform or any Courses, Units or Accelerate Zero Materials, you may be required to create and hold an Account.
- (b) In creating and hold an Account, you represent and warrant that:
 - (1) you are 18 years or older;
 - (2) all information you provide in respect of your Account is and will be true, accurate, current and complete and you will immediately advise us of any change to that information;
 - (3) you have the right, authority and capacity to enter into these Terms;
 - (4) you will not permit any third party to use your Account;
 - (5) you will not share the link to Courses, Units or Accelerate Zero Materials with any person; and
 - (6) you will maintain the confidentiality of your Account credentials.

2.2 System Requirements

In order to access the Platform, Courses, Units or certain Accelerate Zero Materials, you may be required to meet certain minimum system specifications and requirements as set out on Accelerate Zero's website, accessible at www.acceleratezero.com.au (as amended or updated from time to time) (**System Requirements**). You release and indemnify us from and against any Claims arising directly or indirectly from your failure to meet the System Requirements.

2.3 Access to Courses and Units

After you register to use a Course or Unit, you will have access to complete that Course or Unit for a period for six months, and view only access for a period of one month from the date of completion of the Unit (or, if you have completed a Unit as part of a Course, you will have view only access to the Course for a period of one month after completion of the Course), after which your access will cease. You may elect to re-enrol for a Course or Unit after the initial access period, however this may require you to pay a further enrolment fee and recommence and complete the Course or Unit to obtain a certificate of completion for that Course or Unit.

2.4 Use of Platform, Courses, Units and Accelerate Zero Materials

- (a) Some Courses or Units may be restricted to users that meet certain criteria as specified in the Course or Unit and may be subject to the payment of fees. Subject to the restrictions set out below, where you meet such criteria and have paid any applicable fees, and you register for that Course or Unit, we authorise you to view that Course or Unit and, depending on the nature and method of delivery of the Course, Unit or the relevant Accelerate Zero Materials, to download one copy of any downloadable part of the Course, Unit or relevant part of the Accelerate Zero Materials for your personal use only. For the avoidance of doubt, personal use includes for your professional development. You must not make any commercial use of a Course, Unit or Accelerate Zero Materials or any part of a Unit or any Accelerate Zero Materials.
- (b) You warrant that you will not, and will not cause, permit or assist any other person to:
- (1) copy, reproduce, screenshot, photograph, film, record, store, modify, translate into any language, disassemble, reverse engineer, reverse assemble or otherwise attempt to determine the source code, object code, ideas or algorithms of or included in any computer program or software forming part of, or that is used in connection with, the Platform, any Course or Unit or any Accelerate Zero Materials, or create derivative works of a Course or Unit or Accelerate Materials or any part of a Unit any Accelerate Zero Materials or their contents or use a Course or Unit or any Accelerate Zero Materials for any purpose, unless (and only to the extent) expressly permitted by these Terms;
 - (2) communicate to the public, share, publish, distribute, sell, auction, loan, rent, give away, describe, summarise or otherwise reveal a Course or Unit or any Accelerate Zero Materials or any part of a Unit or any Accelerate Zero Materials to any third party;
 - (3) use a Course, Unit or the Platform to distribute any form of malicious, destructive or harmful code (including viruses, Trojan horses and worms) or any instructions activating such codes;
 - (4) use a Course, Unit or the Platform in a manner which interferes, or threatens to interfere, with the efficiency or security of a Course, Unit, the Platform or their servers; or
 - (5) use the Platform, a Course or Unit or any Accelerate Zero Materials in a manner which infringes the rights (including Intellectual Property Rights) of any entity;
 - (6) remove any copyright notices, titles, trade marks, logos, trade mark notices or any other proprietary marks on, or that are part of, the Platform, any Courses or Units or any Accelerate Zero Materials;
 - (7) alter, merge, modify, adapt, enhance or translate the Platform, any Courses or Units or any Accelerate Zero Materials (unless and to the extent that Accelerate Zero has expressly agreed in writing); or
 - (8) access or use a Course or Unit, the Platform or any Accelerate Zero Materials in a manner which may expose us to any Claims.
- (c) You are responsible for ensuring that your use of the Platform, the Courses and Units and the Accelerate Zero Materials complies with all applicable laws and regulations,

and you must not use, or allow any other person to use, the Platform, any Courses or Units or any Accelerate Zero Materials for any illegal purpose.

- (d) By creating an Account, by accessing the Platform, or by using a Course or Unit or any Accelerate Zero Materials, you agree to indemnify us for any loss or liability we suffer or incur out of any such breach of these Terms or any applicable law by you or by any person accessing or using your Account.

3. Intellectual Property Rights

3.1 Accelerate Zero's Intellectual Property Rights

The Platform, the Courses and Units and the Accelerate Zero Materials (including all Intellectual Property Rights in and to the Platform, the Courses and Units and the Accelerate Zero Materials) are owned by, and remain with, Accelerate Zero (or third party licensors as the case may be) and, other than as expressly set out in these Terms, you do not have any rights or licence to use any or part of the Platform, the Courses or Units or the Accelerate Zero Materials, nor to copy, reproduce or provide to any third party any such information or materials in any medium or manner without Accelerate Zero's prior written consent.

3.2 Valuable information

You acknowledge that the Platform, the Courses and Units and the Accelerate Zero Materials contain valuable confidential and proprietary information of Accelerate Zero and, where applicable, its licensors. You agree that any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of any part of the Platform, any Course or Unit or any Accelerate Zero Materials, or any actual or threatened breach of these Terms, shall cause Accelerate Zero immediate, irreparable harm for which monetary damages alone would be an inadequate remedy and that, to the extent permitted by law, Accelerate Zero is entitled to seek any alternate relief (including, without limitation, injunctive or equitable relief) in relation to any such actual or threatened breach.

4. Third party programs

- (a) Certain Courses or Units may, from time to time, contain, require the use of, or be accompanied by other programs, including without limitation open source programs, which are the property of third parties (**Third Party Programs**).
- (b) Any terms for the use of Third Party Programs will be provided with or accessible through such Third Party Program. You are responsible for ensuring that you comply with the terms of use for any relevant Third Party Program. By using the Courses or Units, you are taken to have accepted the terms for use of any Third Party Programs contained within or accompanied by them.

5. Reliance on Platform, Courses and Units

5.1 No warranty

- (a) To the maximum extent permitted by law, Accelerate Zero provides the Courses, Units and Platform 'as is', without any warranties or representations of any kind, including as to the availability, quality, merchantability, acceptability, fitness for purpose, condition, accuracy, currency, description or performance of the Platform or any Course or Unit.
- (b) You acknowledge that the Courses, Units and Accelerate Zero Materials may be hosted on the Platform and that Accelerate Zero is not responsible for any failure of the Platform including its availability or reliability and Accelerate Zero cannot guarantee that you will have access to the Platform at any given time. You acknowledge that

Accelerate Zero can offer no assurance that the Platform, the Courses, Units or the Accelerate Zero Materials will remain free from unauthorised access, corruption, interception, tampering, viruses or hacking.

5.2 Release and indemnity

You release and indemnify Accelerate Zero, its affiliates and the officers, employees, agents and independent contractors of Accelerate Zero and its affiliates from and against any and all Claims that arise directly or indirectly as a result of you accessing or using, or any person on your behalf or who you permitted or assisted to access or use, the Platform, any Courses or Units or any Accelerate Zero Materials.

6. Exclusion and limitation of liability

6.1 Exclusion of liability

(a) To the maximum extent permitted by law, Accelerate Zero:

- (1) excludes all liability (whether in contract, tort or otherwise) to you or any third party for any loss, costs, Claims, personal injury, death or damage of any kind (including, without limitation, any and all Consequential Loss) arising out of or in connection with these Terms, the Platform, the Courses, Units or any Accelerate Zero Materials, however caused; and
- (2) is not liable for any Claims whatsoever arising out of the use, inability to use, or the results of the use of the Platform, any Course or Unit or any Accelerate Zero Materials (whether in contract, tort or otherwise),

even if Accelerate Zero or its officers, employees, agents or contractors knew of the possibility of such loss, costs, Claims or damage or it was otherwise foreseeable.

(b) If you rely on the content on the Platform, in a Course or Unit or in any Accelerate Zero Materials, you do so at your own risk.

6.2 Limitation of liability

If any exclusion or limitation of any liability or warranty contained in these Terms, is ineffective, or if a condition, warranty or term is implied in relation to these Terms, the Platform, the Courses, Units or any Accelerate Zero Materials, to the maximum extent permitted by law, the liability of Accelerate Zero will be limited, at Accelerate Zero's election, to:

- (a) in relation to goods, the resupply of the goods, the repair of the goods or the payment of the cost of having the goods repaired; or
- (b) in relation to services, the resupply of the services or the payment of the cost of having the services resupplied.

6.3 Total liability

Notwithstanding any other provision of these Terms, to the maximum extent permitted by law, in no event shall the liability of Accelerate Zero or its officers, employees, agents or independent contractors exceed the amount of any fees you have paid to Accelerate Zero in the 12 months immediately preceding the date on which the Claim arose.

7. General

7.1 Rules of interpretation

In these Terms, unless the context otherwise requires:

- (a) headings do not affect interpretation;
- (b) singular includes plural and plural includes singular;
- (c) 'including', or similar words, does not limit what else might be included;
- (d) reference to a person includes a corporation, joint venture, association, government body, firm, and any other entity;
- (e) reference to a party includes that party's personal representatives, successors and permitted assigns; and
- (f) reference to a thing includes a part of that thing.

7.2 Force majeure

We are not liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control.

7.3 Exclusion of implied terms

To the extent permitted by law, and except as expressly provided in these Terms, all terms, conditions and warranties that would otherwise be implied by law regarding these Terms, the Platform, the Courses, Units or the Accelerate Zero Materials are excluded.

7.4 Severability

If any provision of these Terms is void, invalid or unenforceable for any reason, that provision must be read down to the extent necessary to be valid. If the provision cannot be read down, it must be severed from these Terms and does not affect the validity, operation or enforceability of any other provision of these Terms.

7.5 Waivers

Any waiver of any power or right under these Terms:

- (a) must be in writing signed by the party entitled to the benefit of that power or right; and
- (b) is effective only to the extent specified in that written waiver.

7.6 Assignment

You must not assign your rights under these Terms to any third party without our prior written consent.

7.7 Rights cumulative

Except as expressly stated otherwise in this document, the rights of Accelerate Zero under these Terms are cumulative and are in addition to any other rights of Accelerate Zero.

7.8 Governing law

These Terms are governed by the laws of New South Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

7.9 Effective date and updates

These Terms are effective as of March 2023 and are subject to change without notice by Accelerate Zero at any time. Please check for changes regularly. Your access or use of the Platform or a Course or Unit after such changes constitutes your agreement to such changes.