

GENERAL WEBSITE TERMS AND CONDITIONS

WEWORKBOOK AND STUDENT LEARNING PORTAL

The “Weworkbook” website located at www.Weworkbook.com, all websites with the prefix www.Weworkbook.com and any associated software applications, including the Student Learning Portal (the “**Website**”) are owned, controlled and operated by DNA Progression Pty Ltd ATF the trustee for DNA Progression Trust (ABN 52 484 829 128) (“**we**”, “**our**”, or “**us**”).

The terms and conditions set out below (the “**Website Terms and Conditions**”) apply to the accessing, browsing and use of the Website by you (the “**User**”, “**you**”, “**your**”). The Website is available for you to use conditional on your acceptance of these Terms and Conditions. **By accessing, browsing or using the Website, you agree to be legally bound by these Platform Terms and Conditions.** If you do not accept these Terms and Conditions, you must not access or use the Website.

We reserve the right to amend these Website Terms and Conditions at any time. Notice of any amendments will be displayed on the Website. Your continued use of the Website following any amendment to the Terms and Conditions shall constitute acceptance by you of that amendment and you will be bound by the Terms and Conditions as amended. You should familiarise yourself with these Terms and Conditions and check for updates regularly.

A. DEFINITIONS

*Where a definition is used for the first time in the Terms and Conditions, it will appear in **bold text**.*

“**Content**” means all content on the Website including without limitation text, photographs, logos, names, designs, information, Personal Information, financial information, data, drawings, links, video recordings and audio recordings.

“**Intellectual Property**” means all intellectual property and quasi-intellectual property rights (past, present and future) conferred by law (whether registered or unregistered) including without limitation business names, trade or services marks, patents, designs, trade secrets, computer programs, data bases, copyright, circuit layouts, moral rights and all proprietary rights and all other intellectual property defined in Article 2 of the Convention establishing the World Intellectual Property Organisation (July 1967).

“**Personal Information**” means any information or opinion, whether true or not, about a person who is identified or whose identity can reasonably be established, and not limited to information in a material form.

“**Platform**” means the web-based software platforms we operate known as Weworkbook and the Student Learning Portal.

“**Privacy Policy**” means the privacy policy on the Website as amended or updated from time to time.

“**User Content**” means any Content shared via, or submitted or uploaded to, the Website by a User of the Website.

B. TERMS AND CONDITIONS

1. Application of Terms and Conditions

1.1 These Terms and Conditions apply to all Users of the Website, who have not registered accounts as Subscribers, Students or Representatives on the **Platform**. By visiting, viewing, browsing, accessing or otherwise using the Website, you accept and agree to comply with these Terms and Conditions.

2. Description of Website

2.1 The Website mainly provides information about, and promotes the use of, the Platform, which provides a customer relations management, course scheduling and reporting solution for registered training organisations and an optional learning portal for students of those organisations.

2.2 if you use the Website as a Subscriber, Student or Subscriber’s Representative, you will also be bound by our Weworkbook Terms of Use, available at the following link: [Terms of Use](#) (the “**Terms of Use**”). Where applicable to a User, the Terms of Use override these Website Terms and Conditions to the extent of any inconsistency.

3. Privacy

3.1 We shall handle any **Personal Information** about you received by us in accordance with our **Privacy Policy** which is available at the following link: [Privacy Policy](#). You agree that these Terms and Conditions also include our Privacy Policy, which is incorporated into these Terms and Conditions by reference.

4. Your Obligations

- 4.1 Your access to, and use of, the Website, is subject to all conditions specified in these Terms and Conditions.
- 4.2 You warrant to DNA Progression Pty Ltd that you shall not:
- a. Use the Website for any purpose that is illegal, unlawful or prohibited by these Terms and Conditions;
 - b. Interfere or attempt to interfere with, or obtain or attempt to obtain unauthorised access to, the Website or any Content through hacking, use of automated devices, scripts or bots, or other illegitimate means;
 - c. Scrape or otherwise obtain any data from this Website for any purpose or use any Content to spam third parties;
 - d. Interfere or attempt to interfere with the proper working of the Website, or with any other person's use of the Website, including by transmission of viruses, malware or any code or other conduct of a disruptive or destructive nature.
- 4.3 You must comply with all laws and regulations applicable to the use of the Website and you are solely responsible for your conduct in the course of using the Website.
- 4.4 Our payment terms are 7 days. Any overdue account may be forwarded to a collection agency and you will be liable for any collection and legal costs incurred. Access to Weworkbook and the Weworkbook Student Portal will also be impacted by late payment.

5. Intellectual Property

- 5.1 The **Intellectual Property** in the Website and all Content ("**Website IP**") is exclusively owned and controlled by us and/or our third party affiliates, licensors and/or licensees and is protected by Australian and international law governing intellectual property rights. The Website IP remains our exclusive property throughout the world in perpetuity.
- 5.2 You are not permitted to save, download, reproduce, display, copy, alter, conceal, adapt, perform, transmit, broadcast, sell, license or otherwise exploit any Website IP unless you have the express prior written authorisation of us. Any unauthorised use of Website IP by you is strictly prohibited.

6. Disclaimers & Limitation of Liability

- 6.1 Except for liability in relation to breach of any implied condition, warranty or guarantee including under the Competition and Consumer Act 2010 (Cth) the exclusion of which from a contract would contravene any statute or cause any part of these Terms and Conditions to be void ("**Non Excludable Conditions**"), your use of, and reliance on, this Website (including all Content) is entirely at your own risk, and to the extent permitted by law, we exclude our liability to you for all

types of loss resulting from your use of or reliance on this Website (including all Content), however incurred (whether based in negligence or any other tort, contract, statutory liability or otherwise), including (without limitation) for any lost profit, lost opportunity, lost revenue, lost data, losses resulting from security failure or computer viruses, or any indirect or consequential loss, resulting from your use of this Website or the Content.

6.2 DNA Progression Pty Ltd is not responsible for:

- a. **User Content** or other material that is created, or otherwise appears via the Website. DNA Progression Pty Ltd does not endorse, support, represent or guarantee the accuracy, completeness or reliability of User Content appearing on the Website; and
- b. Hyperlinks to third-party web services or host third-party information or content on the Website. All third-party content is the responsibility of its author, and DNA Progression Pty Ltd does not endorse or represent the views or opinions contained therein;

6.3 Subject to the application of any Non Excludable Conditions, Users hereby release DNA Progression Pty Ltd from all claims and DNA Progression Pty Ltd is not responsible nor liable for any injury, illness, direct or indirect damage, loss (financial, reputational or otherwise) or consequential, exemplary or aggravated damages arising from any of the following matters ("**Website Matters**"):

- a. The use of, or inability to use, the Website by Users;
- b. Any User Content that is created, or otherwise appears, via the Website;
- c. Any failure by DNA Progression Pty Ltd or other third parties to provide any information, service, feature or functionality via the Website; and
- d. Use of third-party services (including any sharing to third-party websites) in conjunction with the Website by Users.

6.4 Users hereby acknowledge and confirm that they are on notice of DNA Progression Pty Ltd's disclaimer of warranties and limitation of liability set forth in this clause or elsewhere in these Terms and Conditions ("**Disclaimers & Limitations**") and expressly agree to these Disclaimers and Limitations as a condition of using the Website.

7. Indemnity

7.1 As a further condition of using the Website, you must indemnify DNA Progression Pty Ltd against all quantifiable and reasonable loss and/or damage suffered by DNA Progression Pty Ltd (whether based in negligence or any other tort, contract, statutory liability or otherwise) as a direct result of you breaching a term of these Terms and Conditions.

8. Jurisdiction & Choice of Law

- 8.1 These Terms and Conditions are governed by and construed in accordance with the laws of the State of South Australia, Australia without giving effect to any conflict of laws principle applicable in other jurisdictions. Any claim, cause of action or dispute arising out of these Terms and Conditions or relating to the use of the Platform will be resolved exclusively in the Supreme Court of South Australia or applicable lower court, and Users agree to submit to the personal jurisdiction of such courts for the purpose of litigating such claims.

9. Miscellaneous

- 9.1 In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of these Website Terms and Conditions and these Website Terms and Conditions shall be construed as if such provisions had never been contained herein.