Spirituality, Leadership and Management Inc

Terms and Conditions

DEFINITIONS

SLaM Inc Spirituality, Leadership and Management Inc

Users All users of the <u>www.slam.org.au</u> or <u>www.slam.net.au</u> or <u>www.slamconference.org.au</u> websites, including advertisers and unregistered visitors to either website.

ABOUT THESE TERMS AND CONDITIONS

In these Terms and Conditions "we" and "us" mean Spirituality, Leadership and Management Inc ABN 45 783 466 960 of PO Box 847 Cherrybrook NSW 2126 Australia, and "you" means you the user or customer. "Product" means any goods or services purchased from us via our websites or in any other way.

Your electronic acceptance of these terms of use and other posted policies through your use of this website shall have the same force and effect as if you had actually signed an agreement embodying these terms. SLaM Inc may change these terms of use at any time by posting changes on this website. It is your responsibility to review these terms of use prior to each use of the website. By continuing to use the website, you agree to any such changes.

The SLaM Inc Forum, comment facilities and any other interactive areas of our websites are provided for the discussion and exploration of spirituality, leadership and management and associated topics. All are welcome to participate in these interactive areas. However, note that SLaM Inc does not necessarily support or share the views expressed by any individuals on our websites.

LEGAL CAPACITY TO TRANSACT

By using the SLaM Inc websites you represent that you are over 18 years of age or if you are under 18 years of age you have the consent of your parent or guardian to access this site. You and your parent or guardian further agree to be bound by these terms of use, and any subsequent modifications, and by the other policies posted on our websites.

COPYRIGHT AND TRADEMARKS

All intellectual property rights (including future copyright) in the information and other material appearing on the SLaM websites vests in and is the exclusive property of SLaM Inc and its authorised suppliers.

PRIVACY POLICY

Personal data will be handled in accordance with SLaM Inc's privacy policy.

ACCEPTABLE USE

Certain sections of the slam.net.au website are restricted to SLaM Inc members. SLaM Inc reserves the right to designate pages as member-only.

SLaM Forum is a discussion forum provided for: SLaM Inc members and visitors to discuss issues related to spirituality, leadership and management; interested parties to read those discussions; advertisers carefully selected by SLaM Inc to advertise goods and services relevant to its members.

By posting on the SLaM Forum and discussion pages you agree to abide by the posting policy and undertake not to post defamatory or libellous material; material subject to any copyright other than your own; or material which may be in breach of obscenity, anti-discrimination or other legislation.

Users undertake not to use the site for advertising and promotional purposes other than those agreed to and sanctioned by SLaM Inc.

You undertake not to harass, discriminate against or otherwise mistreat other users and agree that any personal information they provide may not be further disseminated with their approval.

You agree that any information you post on the forum will be true and correct to the best of your knowledge at the time of posting.

EMAIL ADDRESSES

Registration on the website mailing list requires that the user have a valid email address. You will be required to click on a link sent to you in an email to activate your account and your email will be used to assist you retrieve your password if you lose it.

SLaM Inc will not use the email address provided as part of your website user account to contact you other than as part of administration of your website account. SLaM Inc will also not knowingly pass on your contact details without your consent unless legally obliged to do so.

If you choose to reveal your email address or other contact details within forum posts or comments on this website, you do so at your own risk. SLaM Inc strongly advises you not to do this.

LIABILITY

Accuracy of information

All information on the SLaM Inc websites is provided 'as seen' and SLaM Inc accepts no liability for loss or damage caused as a result of reliance on information posted on any SLaM Inc online service, whether that information has been posted by SLaM Inc or by an advertiser or user of the SLaM Inc websites.

SLaM Inc accepts no liability for damages incurred as the result of inadequate, late or missing service from any advertiser on any SLaM Inc online service.

• Indemnity

Users will at all times indemnify and will continue to indemnify, hold harmless and defend SLaM Inc and its personnel from and against all liabilities, costs, damages, expenses, claims, suits, allegations and demands, including, without limitation, all legal fees (incurred on a solicitor and own client basis), arising out of or in relation to:

(a) any infringement, or claim or allegation of infringement, of the intellectual property rights or any other proprietary rights of a third party; and

(b) any fraud, deliberate or wilful misconduct or negligence or breach of these terms and conditions committed by users.

Availability of service

SLaM Inc provides its websites on an 'as and when available' basis and makes no guarantee as to the availability or performance of the websites. Where a link appears to an external website maintained by a third party, SLaM Inc gives no endorsement as to the services operated by those websites.

Security

SLaM Inc will take all reasonable steps to maintain the security of information provided by advertisers and users of the site but will not accept responsibility for breaches of security or unauthorised access that arises as a result of disclosure by users of their login details. Users remain responsible at all times for maintaining the confidentiality of their login details, username and password, and SLaM Inc accepts no liability for the misuse of these details.

While SLaM Inc also takes reasonable steps to ensure its websites are virus free, users acknowledge that they access the services at their own risk and that SLaM Inc is not responsible for any damages caused as a result of accessing SLaM Inc's services. This includes, but is not limited to, any monetary or other loss that may result from loss or corruption of data, downtime or hardware damage.

Links to other websites

This site may contain links or other references to other parties and their websites. SLaM Inc cannot control the contents of those other sites, and makes no warranty about the accuracy, timeliness or subject matter of the material located on those sites. SLaM Inc does not necessarily approve of, endorse or sponsor any content or material on those sites.

SLaM Inc makes no warranties or representations that material on other websites to which this website is linked does not infringe the intellectual property rights of any person anywhere in the world.

SLaM Inc is not, and must not be taken to be, authorising infringement of any intellectual property rights contained in material on other sites by linking to them from this website.

RIGHT OF REFUSAL

In the event that you breach any of these conditions SLaM Inc reserves the right to refuse publication or to remove from the public domain any posting, advertisement or comment on any SLaM Inc website at any time without prior notice, and where payment has already been made, to withhold from refund an amount equivalent to any costs incurred and/or service already supplied.

SUSPENSION

SLaM Inc reserves the right to remove service, cancel user accounts and remove from our websites any posts in the event of any breach of this agreement, non-payment for services, breach of the talk policy or conduct which is likely to be detrimental to the good name of SLaM Inc and its members.

PAYMENT FOR SERVICES AND PRODUCTS

Payment for services supplied by SLaM Inc must be made in accordance with the terms stated on the payment page, or in accordance with any separate agreement entered into.

You may place an Order by filling in the Order Form on the SLaM Inc website and clicking the "Submit Order" button.

When you place your Order, you will receive an acknowledgment by email.

By placing an Order, you make an offer to us to purchase the products or services you have selected based on these Terms and Conditions. When your order is processed you will be sent an Order Confirmation and tax invoice via email; however, we do not formally accept your offer until your order has passed our internal validation procedures for verifying the bona fides of each order placed, for the purpose of preventing credit card or payment fraud.

PAYMENT METHODS AND PROCESSING

SLaM Inc may accept payments by direct deposit, cheques, PayPal, Visa and MasterCard only.

Payment processing will not begin until we receive all the information we need.

For credit card and PayPal payments we will email a tax invoice to you with your Order Confirmation. Your tax invoice is your proof of purchase.

Please note:

- We are only able to accept the credit cards listed above.
- Debit cards and cheque cards have daily spending limits that may substantially delay the processing of your order.
- You may be required to provide further identification for additional security reference checks.

REFUNDS/CANCELLATION POLICY

Registrations for events must be received by the registration closing date. Refunds will only be given in accordance with the policy for the particular event. Cancellations must be received in writing.

GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales and shall be subject to the non-exclusive jurisdiction of the courts of New South Wales.

SLaM Inc Events

Terms and conditions

Please note that all prices are in Australian dollars and are inclusive of GST.

Program: SLaM Inc reserves the right to change the program for an event at any time. Every effort will be made to ensure a program of equivalent standard.

Behaviour: SLaM Inc reserves the right to prohibit entry of any person to a SLaM Inc event, or eject any person from a SLaM Inc event based on behaviour deemed inappropriate by SLaM Inc staff and/or its agents and others working under its authority.

Canvassing by delegates is strictly prohibited at SLaM Inc events. Promotional materials may not be distributed at the event/forum except by event sponsors. Delegates violating this policy will be asked to leave the event and SLaM Inc members may have their membership revoked.

Image Release: In registering for SLaM Inc events and conferences, delegates grant permission to SLaM Inc, its agents and others working under its authority, to take and to have full and free use of video/photographs containing their image/likeness. It is understood these images may be used for promotional, news, online/multimedia, research and/or educational purposes by and for SLaM Inc. Delegates agree that they are not entitled to remuneration, residuals, royalties or any other payment from SLaM Inc in respect of their image/likeness or its use. Delegates release, discharge, and hold harmless, SLaM Inc and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of anything contained in the photographs or video. Should a delegate not agree to the above image release, they must advise SLaM Inc by contacting admin@slam.net.au.

Registration Notice: SLaM Inc member registration rates are not transferable to non- SLaM Inc members. By selecting a member registration rate, it is agreed that the registrant is a current financial member of SLaM Inc and that the registration is made in the SLaM Inc member's name only. A breach of this may result in a cancellation of an event registration and/or SLaM Inc membership.

Registration and Payment: Registrations received after the closing date may incur a late fee. Payment in full is required by the event date.

Substitutions: Should a registrant be unable to attend, they may send one substitute in their place. SLaM Inc must be notified of all substitutions prior to the event. Also see the conditions under Registration Notice.