

Website Terms of Use

These Terms and Conditions of Use ("Terms") govern your use of our websites located at www.ktonlinetraining.com (and associated website www.ktaustralia.com) ("Site") and form a binding contractual agreement between you, the user of the Site and us, Knowledge Translation Australia Pty Ltd ACN 608 549 391 ("Knowledge Translation").

For that reason these Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Site. You can contact us on info@ktonlinetraining.com.

By using the Site you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Site.

Knowledge Translation provides and maintains the Site as an information resource, discussion board and platform for Australian academics and researchers to obtain skills and access learning resources and coaching to maximise their effectiveness in *knowledge translation*, which is all about getting the right information, to the right people, at the right time, and in a format they can use, so as to influence decision making.

Definitions

In these terms and conditions:

"Terms" means these terms and conditions, together with the www.ktonlinetraining.com Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Site.

"Site" means all of the websites that we own and/or operate from time to time, regardless of how those websites are accessed by users (including via the Internet, mobile phone or any other device).

"Material" means text, illustrations, photos, audio, video, webinars, coaching, or any combination of these or other material.

"Member" means a user of the Site who has paid a membership fee in exchange for access to parts of the site restricted to paid users.

"Us", "we" or "our" means Knowledge Translation and/or its related bodies corporate.

"You", "your" means any user of the Site. "Your" has a corresponding meaning.

We may change all or part of the Conditions at any time. If we do, the new Conditions will be posted on the Site. Your subsequent or continued use of the Site will constitute your acceptance of any changes. If you object to any changes to the Conditions, your only remedy is to immediately discontinue your use of the Site.

These terms and conditions of use were last updated in October 2015.

Licence to use Site

- 1 We grant you a non-exclusive, worldwide, non-transferable licence to use the Site in accordance with the Terms.
- 2 You may access and use the Site (including any incidental copying that occurs as part of that use) in the normal manner and may also print one copy of any page within the Site for your own personal, non-commercial use.

Intellectual Property

- 3 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Site. Nothing displayed on the Site should be construed as granting any right of use in relation to any logo, masthead or trade mark displayed on the Site without the express written consent of the relevant owner.

- 4 The material on this website is protected by copyright under the Australian Copyright Act 1968 (the Act) and, through international treaties, in other countries. Content displayed on or via the Site is protected as a collective work and/or compilation, pursuant to copyright laws and international conventions. You agree not to copy, distribute or modify content from the Site without our express written consent. You may not disassemble, decompile, reverse engineer or otherwise attempt to discover any source code contained in the Site. Without limiting the foregoing, you agree not to reproduce, copy, sell, resell, or exploit for any purposes any aspect of the Site (other than your own content).

Your Material

- 5 By uploading, transmitting, posting or otherwise making available any Material via the Site, you:
- 5.1 grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form and for any purpose;
 - 5.2 except where expressly stated otherwise, also grant each user of the Site a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form for any purpose, subject to the Conditions;
 - 5.3 warrant that you have the right to grant the abovementioned licences;
 - 5.4 warrant that the Material does not breach the Conditions; and
 - 5.5 consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 6 We reserve the right (but have no obligation) to:
- 6.1 review, modify, reformat, reject or remove any Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates the Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
 - 6.2 monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Conditions or for the purposes of any police investigation or governmental request.
- 7 We are not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the Site by any person other than us. For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the Site simply by facilitating others to post, transmit or other make Material available. Furthermore, we do not endorse any opinion, advice or statement made by any person other than us.

Notifying us

- 8 If you think that the Site has been accessed or used by another user in breach of the Conditions, please email us at info@ktonlinetraining.com. We'll consider whether there are grounds for taking any action, but you won't necessarily be contacted as to our decision.
- 9 In particular, if you wish to send us a copyright infringement notification, you will need to identify the Material(s) that you believe infringe(s) your copyright, identify each copyright protected work in which you own the rights and which you believe has been infringed, identify how each copyright protected work has been or is being infringed and include your contact information. You will need to sign the notice and send it to info@ktonlinetraining.com.

Policy on posting in the forums

- 10 We want to ensure that the Site is useful, clean, friendly and as easy to use as possible for everyone. Posts that fall outside the rules stated in our Help sections, guidelines on posting, or our Terms may be removed from the site.
- 11 We may issue warnings, limit or terminate service, remove hosted content and take technical and legal steps to keep users off the site, if we think they are creating problems or not acting in accordance with our policies. However, Knowledge Translation does not accept any liability for monitoring or for unauthorised or unlawful content on the Site or use of the Site by users.
- 12 You must be at least 18 years of age to use the Site.
- 13 As a condition of your use of the Site you agree that you will not:
 - 13.1 violate the rules or guidelines on posting;
 - 13.2 harvest or otherwise collect information about others, including email addresses, without their consent;
 - 13.3 bypass measures used to prevent or restrict access to the Site.
 - 13.4 use the Site in breach of any applicable laws or regulations;
 - 13.5 use the Site (or Material obtained from the Site):
 - (a) to impersonate any person or entity;
 - (b) to solicit money, passwords or personal information from any person;
 - (c) to harm, abuse, harass, stalk, threaten or otherwise offend others; or
 - (d) for any unlawful purpose;
 - 13.6 use the Site to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any Material that:
 - (a) is not your original work, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person;
 - (b) is false or misleading;
 - (c) contains, promotes, or provides information about unlawful activities or conduct;
 - (d) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including Material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
 - (e) exploits another person in any manner;
 - (f) contains nudity, excessive violence, or sexual acts or references;
 - (g) includes an image or personal information of another person or persons unless you have their consent;
 - (h) poses or creates a privacy or security risk to any person;
 - (i) you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
 - (j) contains large amounts of untargeted, unwanted or repetitive content;
 - (k) contains restricted or password only access pages, or hidden content;
 - (l) contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware;

- (m) advertises, promotes or solicits any goods or services or commercial activities (except where expressly permitted or authorised by us); or
 - (n) contains financial, legal, medical, health, nutritional or other professional advice;
- 13.7 interfere with, disrupt, or create an undue burden on the Site;
- 13.8 use any robot, spider, or other device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the Site;
- 13.9 use the Site with the assistance of any automated scripting tool or software;
- 13.10 frame or mirror any part of the Site without our prior written authorisation;
- 13.11 use code or other devices containing any reference to the Site to direct other persons to any other web page;
- 13.12 except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site or cause any other person to do so; or
- 13.13 delete any attributions or legal or proprietary notices on the Site.
- 14 You are solely responsible for all information that you submit to the Site and any consequences that may result from your post.
- 15 We reserve the right at our discretion to remove any post that we feel is inappropriate, breaches these Terms, is not relevant, or of value to the Site community, with or without notice to the poster. We also reserve the right at our discretion to restrict usage of the site either temporarily or permanently, or refuse a user registration
- 16 Some general reasons why a post may be deleted include (but are not limited to):
 - 16.1 The post breaches our Terms or guidelines on posting;
 - 16.2 The post breaches Australian law. Before posting on the Site it is the responsibility of the user to ensure that content adheres to the Site posting policies as well as applicable Australian laws. As a condition specified under these Terms, you agree that you will not violate any laws;
 - 16.3 Posts in a language other than English. It is acceptable to include a translation of your post in another language in addition to English;
 - 16.4 Inappropriate language;
 - 16.5 Inappropriate photo / image; or
 - 16.6 Selling or offering services for dietary supplements, medicine, pharmaceutical products or any other services or products.
- 17 There are several ways that your post may be found to be in breach of policy and removed from the site including:
 - 17.1 your post has been reported to us. When this happens your post may be temporarily suspended until it is reviewed. We check reported posts as fast as we can. If we conclude that the post has not breached these Terms we will activate the post again as soon as practicable.
 - 17.2 your post has been removed by our moderation tools. Posts that are identified by our automated tools as inappropriate, and found to breach our Terms will be removed from the site.

Liability

- 18 You use the Site at your sole risk.
- 19 To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.

- 20 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:
- 20.1 in the case of goods:
- (a) the replacement of the goods or the supply of equivalent goods;
 - (b) the repair of the goods;
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (d) the payment of having the goods repaired, and
- 20.2 in the case of services:
- (a) the supply of the services again; or
 - (b) the payment of the cost of having the services supplied again.
- 21 You agree not to hold us responsible for things other users post or do.
- 22 As some of the content on the Site comes from other users, we do not guarantee the accuracy of postings or user communications or the quality, safety, or legality of the goods and services on offer. You acknowledge that we are not responsible for, and accept no liability in relation to, any other users' use of, access to or conduct in connection with the Site in any circumstance.
- 23 In no event do we accept any liability for the posting of any unlawful, threatening, abusive, defamatory, obscene or indecent information, or material of any kind which violates or infringes upon the rights of any other person, including without limitation any transmissions that encourage or represent conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law.
- 24 We cannot guarantee continuous, error-free or secure access to our services or that defects in the service will be corrected. While we will use reasonable efforts to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the availability of our services.
- 25 Accordingly, to the extent legally permitted, we disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. We are not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising from your use of the Site, even if you advise us or we could reasonably foresee the possibility of any such damage occurring.
- 26 If we are found to be liable, our liability to you or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to the total fees you pay to us in the 12 months prior to the action giving rise to liability.
- 27 In no circumstances will we be liable to you for any indirect, incidental, special and/or consequential losses or damages (including loss of profits, revenue, production, goodwill, data or opportunity) of whatever nature howsoever arising in connection with the Site.
- 28 Except where expressly stated otherwise, Material on the Site is provided as general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.
- 29 We will not be liable for loss resulting from any action or decision by you in reliance on the Material on the Site, nor any interruption, delay in operation or transmission,

virus, communications failure, Internet access difficulties, or malfunction in equipment or software.

- 30 None of our affiliates or directors, officers, employees, agents, contributors, third party content providers or licensors makes any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with the email or the website, its use, its content or any products or services (including our products or services) referred to on the website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- 30.1 failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records.
 - 30.2 accessing any sites or servers maintained by other organisations through links on the email or the website. Links are provided for the convenience of users of the email and the website only and without responsibility for the content or operation of those sites. Unless otherwise stated, linked sites and their products and services are not endorsed by the Publishers and your linking to any such site is at your own risk.
 - 30.3 the provision of credit card or other financial information, the failure to complete (or delay in completing) any transaction, or other loss or damage arising from any e-commerce transacted or attempted to be transacted on the website.
 - 30.4 defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.
 - 30.5 a breach by us of our Privacy Policy (other than a wilful breach).

Indemnity

- 31 You agree to fully indemnify us, our affiliates, employees, agents, contributors, third party content providers and licensors from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or by us as a direct or indirect consequence of your accessing, using or transacting on this site or your attempts to do so, and/or any breach by you or your agents of these Terms.

Personal information

- 32 By using the Site, you agree to the collection, transfer, storage and use of your personal information by the Site and Knowledge Translation on servers as described in our Privacy Policy. You also agree to receive marketing communications from us, our sponsors or affiliates, unless you tell us otherwise.

Access to the Site

- 33 While we use reasonable endeavours to ensure that the Site is available continuously, we do not make any representations or warranties that your access will be uninterrupted, timely, secure or error free. Your access to the Site may be suspended without notice in the case of system failure, maintenance or repair or any reason beyond our control.
- 34 Except as expressly provided otherwise in the Conditions, we reserve the right to change or discontinue any website, feature or service (or part thereof) on the Site at any time.
- 35 Except as expressly provided otherwise in the Conditions, we reserve the right to change the pricing for any chargeable service or feature on the Site at any time without providing notice to you.

- 36 We do not warrant that we will continue to make the website available generally or at all and reserve the right at any time to impose or increase fees for future access to any material appearing in the email or on the website. The right is reserved to alter the Site at any time, even if it changes the equipment needed to access or use the email or the Site or any part of it.

Membership

- 37 Knowledge Translation offers the Site Members access to content or information not available to non-subscribing users.
- 38 To access or use certain parts of the Site, you must register as a Member of the Site and/or a particular website that forms part of the Site.
- 39 When registering as a Member, you must provide us with accurate, complete and up-to-date registration information, as requested. It is your responsibility to inform us of any changes to your registration information. We will treat your personal information strictly in accordance with our Privacy Policy.
- 40 You must not register as a Member multiple times.
- 41 You must not impersonate or create a membership for any person other than yourself.
- 42 We may at any time request a form of identification to verify your identity.
- 43 You must ensure the security and confidentiality of your membership details, including any username and/or password assigned to you. You are wholly responsible for all activities which occur under your membership details (including unauthorised use of your credit card). You must notify us immediately if you become aware of any unauthorised use of your membership details. You must not permit your membership details to be used by or transferred to any other person.
- 44 We reserve the right to, in our sole discretion, suspend or terminate your membership or access to all or any part of the Site, including if we believe you are abusing the services in any way, have breached the Conditions or are no longer an active member.
- 45 If you are a Member to the Site or any of its products or services, you acknowledge that:
- 45.1 you purchase the right to access the Site from any computer you choose, for the duration of your subscription;
 - 45.2 your membership is for your own personal use only and you will not enable third parties to have access to the Site whether free or for a charge;
 - 45.3 you are solely responsible for the protection and confidentiality of any password or user ID that may be issued to you from time to time and you will not reveal (or cause to be revealed through any act or omission) your password to any other person;
 - 45.4 the price of any Member service is subject to change at any time.

Membership is on an annual basis

- 46 An annual membership, is an agreement whereby you joins and have access to the member- area of the Site, including the forums, educational content and, if included in the selected membership package, coaching, for a period of 12 months. From time to time there may be offers and or bonuses associated with joining. Knowledge Translation will not invoice the individual on a repeating annual basis. Upon expiry of the subscription period, you will receive an email to inform you of the expiry of your subscription with a link to a page where you may renew your subscription.
- 47 In the event that a Member wishes to cancel their membership, Members acknowledge that no refund will be payable for any unused part of an annual membership.

- 48 Where the membership is paid on a monthly basis, in the event that a Member wishes to cancel their membership before the expiry of the annual membership, the Member acknowledges that any monthly payments yet to be deducted within the annual membership remain due and payable. Knowledge Translation reserves the right to invoice Members for any membership fees remaining.
- 49 In the event that a fee remains outstanding for over 30 days, Knowledge Translation may
- 49.1 Charge interest on any amounts outstanding in accordance with the General Interest Charge as published by the Australian Taxation Office; and
- 49.2 Assign its rights to enforce the debt owing to a third party, without any consultation with the Member.

Online Payment Security

- 50 Subscribers to the Site may make online subscription payments using direct debit or credit card
- 51 We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential. Credit card details or bank account details of all subscribers may be retained by the payment gateway used by Knowledge Translation to process payments.
- 52 Subscription fees are in Australian Dollars (\$AUD) only.

Credit Card payments

- 53 Members to the Site will pay the current relevant annual or monthly membership fee in advance for the membership service. The subscriber's credit card or direct debit details are retained by the online payment gateway used by Knowledge Translation
- 54 In the event that a payment is declined by a Member's credit card provider, the online payment gateway used by Knowledge Translation will make further attempts to process the payment. A processing fee may be applicable for declined payments. Knowledge Translation reserves the rights to invoice Members for payments due which are not processed by Credit Card within 7 days of the payment being due.

Third party websites, advertising and activities

- 55 We may feature or display links and pointers to websites operated by third parties on the Site. Such websites do not form part of the Site and are not under our control. We do not accept any responsibility in connection with any such website. If you link to any such websites, you leave the Site entirely at your own risk.
- 56 The Site may feature or display third party advertising. By featuring or displaying such advertising, we do not in any way represent that we recommend or endorse the relevant advertiser, its products or services.
- 57 If you contact a third party using functionality provided on the Site, including via e-mail, we do not accept any responsibility for any communications or transactions between you and the relevant third party.
- 58 Booking functionality for coaching appointment bookings with certain Member packages is available through a third party website. Use of that functionality is subject to the third party website's terms and conditions.
- 59 From time to time, we may promote, advertise, or sponsor functions, events, offers, competitions or other activities that may be conducted offline and may be conducted by third parties. You participate in any such activities entirely at your own risk. We do not accept any responsibility in connection with your participation in activities conducted by any third party. These communications and/or activities may be subject to separate terms and conditions and are conducted in accordance with the terms of our Privacy Policy. For example, the personal information you provide when registering on the Site may be used, or disclosed, for the purpose of sending you marketing or promotional material about a third party business that we believe may be of interest to you. You will be given an opportunity to unsubscribe to any of these

communications in accordance with applicable legislation. If you wish to make a complaint or provide feedback about a privacy related matter, please email our Privacy Officer at privacy@ktonlinetraining.com

Video Player

- 60 We may allow you to share or embed some of the content in our Video Player on third party sites. Such content may not be used for commercial purposes except with our prior written consent, and content may only be shared or embedded in accordance with the functionality of the Video Player. No rights whatsoever in any content are granted to you by virtue of the sharing and embedding functions, and Knowledge Translation reserves all rights in relation to the content and the Video Player, including the right to require users of the Video Player to remove shared or embedded content for any reason in our absolute discretion. Users of the Video Player must comply with any request to remove content in a timely way, but in any case within one business day of the request being made. Users must display contact information on their website sufficient to allow Knowledge Translation to make contact and request player removal. Knowledge Translation does not make any warranty, representation or guarantee as to availability or any level of service and may disable the Video Player without notice.

Cookies

- 61 The Site website utilises cookies. If you do not have cookies enabled in your web browser some functions of the site may not work as intended.

Links

- 62 You are welcome to create links from your website to the Site. However, you must not use Knowledge Translation trademarks or logos for this purpose unless you have our permission.
- 63 Our website and emails may contain links to websites not owned or operated by Knowledge Translation. We do not accept liability for the availability or content of these sites.

General Terms

GST

- 64 Unless stated to be otherwise, charges referred to for any goods or services supplied (or offered for supply) via the Site are stated inclusive of GST. Where GST applies to any supply made to you, we will deduct the applicable GST and issue you with a Tax Invoice. GST means the Australian goods and services tax charged under A New Tax System (Goods and Services Tax) Act 1999 ("Act"). Tax Invoice means tax invoice as defined by the Act.

Severability

- 65 If any provision of the Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Conditions, which shall remain in full force and effect.

No waiver

- 66 If we don't enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive. We may automatically assign this agreement at our sole discretion.

Applicable law

- 67 These Conditions shall be construed in accordance with and governed by the laws of Victoria, Australia. You consent to the exclusive jurisdiction of the courts in Victoria Australia to determine any matter or dispute which arises under the Conditions.

Resolution of disputes

- 68 Should a dispute arise between you and Site, we strongly encourage you to contact us directly to seek a resolution by contacting us on info@ktonlinetraining.com Any

reasonable requests will be considered and we will attempt to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Whole agreement

- 69 These terms and the other policies posted on the Site constitute the entire agreement between Knowledge Translation and you, superseding any prior agreements.

Assignment

- 70 You may not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.