

## TERMS AND CONDITIONS

Welcome to <https://www.ktaustralia.com/> & <https://www.ktonlinetraining.com> (our **Site**).

This Site gives you an opportunity to browse and purchase coaching, training and consulting services for researchers and research organisations offered by Knowledge Translation Australia Pty Ltd ACN 608 549 391 (**KTA, we, us**).

These Terms and Conditions (**Terms**) govern your use of this Site, as well as KTA's services, and form a binding contractual agreement between you and us.

These Terms are important and you should ensure that you read them carefully and contact KTA at [info@ktaustralia.com](mailto:info@ktaustralia.com) if you have any questions before purchasing our products or engaging our services.

These Terms constitute the entire and only agreement between you and us and supersedes all prior agreements, conduct, representations and understandings.

KTA's products and services are intended for people aged 18 and over.

### ACCEPTANCE OF TERMS

1. By accessing, downloading or using the products or services offered on our Site, whether or not you register as a member, you agree to be bound by these Terms, which you acknowledge that you have read and understood.
2. We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on this Site. Your continued use of the Site will constitute your acceptance of any changes. If you object to any changes to the Terms, your only remedy is to notify us at [info@ktaustralia.com](mailto:info@ktaustralia.com) and immediately discontinue your use of the products and/or services.

### GENERAL DISCLAIMER

3. All KTA services are intended for general education and information purposes only. Nothing on this Site, or any of the content provided to you by us during our provision of the products and/ or services, purports to offer legal, financial, business or other professional advice. Use caution and always seek professional advice before acting on any information that we provide.
4. KTA provides support, guidance and tools for you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such

decisions, is your sole responsibility. Your success depends on many factors, including staff capabilities, internal management, dedication, participation, desire, and motivation.

5. Any testimonials and examples within our marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.

## EARNINGS AND INCOME DISCLAIMER

6. KTA cannot and does not make any guarantees about your ability to get results or earn any money with our ideas, information, tools, or strategies. You acknowledge that there is inherent uncertainty in any professional enterprise, career activity and executive decision-making and agree there is no guarantee that you will earn any money as a result of your purchase of our products and/or services.

## REGISTERING YOUR DETAILS

7. Before you purchase our services, you must register an account with us.
8. You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.
9. We may at any time request a form of identification to verify your identity.
10. If you are a registered user or member to this Site, you acknowledge and agree that:
  - a. You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (**Password**);
  - b. You will not reveal (or cause to be revealed through any act or omission) your Password to any other person or organisation;
  - c. You will immediately notify us if your Password is lost or becomes known to any other person or organisation;
  - d. You are solely responsible for all access to and use of this site via your Password, whether such access or use is by you or any other person or organisation; and
  - e. Any information you provide to us for posting or inclusion in our KTA Community, at any time, becomes our property.
11. To the extent that you provide personal information, KTA will treat such information strictly in accordance with its Privacy Policy [[Download here](#)].
12. You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify us immediately if they become aware of any unauthorised use of your registered details.
13. You will not let any other person use your Password or any registered user or member services.

## YOUR OBLIGATIONS

14. When using our services, you may be given access to online or in person forums (**KTA Community**) in which you may upload, post or otherwise make available on the Site comments, photos, messages or other material (**Your Content**). When posting Your Content, you agree that you will not post or otherwise publish through this Site or our KTA Community any of the following:
  - f. Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
  - g. Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
  - h. Information that includes personal or identifying information about another person without that person's consent.
  - i. Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.
  - j. Any information or content that impersonates any person or entity.
  - k. Any material, non-public information about companies without authorisation to do so.
  - l. Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).
15. By posting or otherwise publishing Your Content on our Site or KTA Community, you:
  - m. Warrant that you have the right to grant the above licences; and
  - n. Warrant that Your Content does not breach these Terms.
16. We reserve the right (but have no obligation) to:
  - o. Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
  - p. Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

## CODE OF CONDUCT

17. Our Site and KTA Community is a space for learning and is a pitch-free, solicitation-free and sales-free environment.
18. Whilst using this Site and/or our KTA Community, we ask that you not:
  - q. Contact anyone who has asked not to be contacted.
  - r. Collect personal data about other users for commercial or unlawful purposes.
  - s. Infringe other user's privacy rights.
  - t. Violate the intellectual property of others.
  - u. Post anything that contains software viruses, worms or any other harmful code.
  - v. Use manual or automated software, devices, script robots, other means or processes to access our Site or any related data or information.
19. Please see our KTA Community Guidelines in the appendix to these Terms for more information.

## CONFIDENTIALITY

20. We respect your confidential and proprietary information (collectively **Confidential Information**), and by using our services, you agree to respect the same rights of the other KTA services participants (**Participants**) and representatives of KTA.
21. You agree:
  - w. That any Confidential Information shared by Participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.
  - x. Not to disclose such information to any other person or use it in any manner other than in discussion with Participants during training sessions.
  - y. That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.
  - z. That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.
22. While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the Participants in the strictest of confidence.

## COPYRIGHT AND TRADE MARK NOTICES

23. All material on this Site, in our KTA Community or otherwise delivered by us by us including (but not limited to) course content, text, graphics, information architecture and coding (**Our Content**), is subject to copyright. While you may browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you'd like to use, copy or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited.
24. You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.
25. The trade marks, logos, and service marks displayed on our Site are the registered or unregistered trademarks of KTA. The trade marks whether registered or unregistered, may not be used in connection with any product or service that does not belong to KTA, in any manner that is likely to cause confusion with customers, or in any manner that disparages KTA.
26. Nothing contained on this Site or in our KTA Community should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark without our express written permission.
27. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that KTA will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

## RIGHT TO TERMINATE

28. We reserve the right to terminate your use of the Site, KTA Community or our services generally if you breach these terms, as determined by us in our sole discretion.
29. Refunds are not provided for services that have been rendered by us, including where you have been given access to Our Content or our KTA Community, whether accessed by you or not, unless we are in breach of the *Australian Competition and Consumer Act 2010*.

## FINANCIAL TERMS

30. All prices are in Australian dollars. Prices include GST unless indicated otherwise but exclude delivery charges and customs duty and other taxes, if applicable. All prices are subject to change without notice.
31. Each refund request will be assessed on a case-by-case basis and when genuine value has not been received or isn't able to be received, refunds will be granted at the sole discretion of the KTA team.
32. Invoices for any KTA program are automatically generated and can be requested at any time by emailing [info@ktaustralia.com](mailto:info@ktaustralia.com).

33. Some of our payments are operated through an online and automated billing system (**Online Payment**). We accept payment by eWAY (or Paypal). Where your payments are made via Online Payment:
  - a. You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates.
  - b. If payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.
34. In circumstances where we invoice you for payment, payment is due and payable by the payment date noted on the invoice. Failure to make payment by the payment date may lead to suspension of use of our product and/or services.

## WORKSHOP TERMS

35. All KTA Workshops are strictly adults only to ensure professionalism and a quiet working environment for all other attendees.
36. KTA reserves the right to exclude you from any Workshop should you, in KTA's sole determination, become disruptive.
37. You understand and acknowledge that KTA and/or its representatives may record any aspect of a Workshop (**Recordings**). Those Recordings may be in the form of audio, video or still photography, and those Recordings may be used in the production of marketing or other materials to be used by KTA.
38. You hereby waive any and all legal rights you may have against KTA in respect of Recordings of your participation in the Workshop and grant to KTA the absolute right and permission to copyright and use, reuse and publish the Recordings where you may be depicted or included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, or reproductions thereof in colour or otherwise, made through any medium and in any and all media now or later known, for art, advertising, trade or any other legal purpose. You also consent to the use of any printed matter in conjunction with that use.
39. You waive any right that you may have to inspect or approve the finished product or products of the Recordings or any printed matter that may be used in connection with the Recordings or the use to which it may be applied.
40. You hereby release, discharge and agree to hold harmless KTA from any and all liability that has or may occur in the making of the Recordings or any subsequent process or publication.
41. In the unlikely event that KTA cancels a Workshop, you will receive a full refund of the purchase price paid for the Workshop. KTA will not reimburse any optional expenses including but not limited to flights and accommodation.

## LIABILITY IS LIMITED

42. The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under *Australian Consumer Laws*.
43. In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or reliance upon this Site, KTA Community or Our Content.
44. These limitations and terms include (but are not restricted to) loss or damage you might suffer as a result of:
- aa. Reliance on the completeness, accuracy, suitability or currency of information, products or services irrespective of any verifying measures taken by us (including third party material and advertisements).
  - bb. Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records.
  - cc. Accessing websites or servers maintained by other organisations through links on our Site, KTA Community or products or services. Links are provided for convenience only. We do not endorse linked websites nor their products and services and you access them at your own risk.
  - dd. The use of credit card or other financial information, failure to complete (or delay in completing) any transaction, or other loss or damage arising from any transaction made or attempted on our Site.

## YOUR INDEMNITY

45. You indemnify us from 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 us as a direct or indirect consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms. We are not responsible for, and expressly disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or reliance on any information contained within our Site, KTA Community or through use of our services.

## NO ASSIGNMENT

46. You cannot transfer or assign your KTA membership without KTA's prior written consent.
47. We may assign or transfer our obligations under these Terms at any time, subject to giving you four (4) weeks prior notice in writing.

## DISPUTE RESOLUTION

48. Should a dispute arise between us, we strongly encourage you to contact KTA at [info@ktaustralia.com](mailto:info@ktaustralia.com) to seek a resolution. Any reasonable requests will be considered and KTA will attempt to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

#### APPLICABLE LAW

49. These Terms shall be construed in accordance with and governed by the laws of New South Wales. You consent to the exclusive jurisdiction of the courts in New South Wales to determine any matter or dispute which arises between us.

#### YOUR FEEDBACK

50. We welcome enquiries or feedback on our Site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential.

51. If you have questions or comments regarding this Site or KTA services, please email us at [info@ktaustralia.com](mailto:info@ktaustralia.com).

#### Company Details

**Trading Name:** Knowledge Translation Australia Pty Ltd

**ACN:** 608 549 391

**Country:** Australia

**Telephone Number:** +61 405 721 141

**Email:** [info@ktaustralia.com](mailto:info@ktaustralia.com)



## APPENDIX

### COMMUNITY GUIDELINES

We want people to feel safe when using our groups and forums. For that reason, we've developed a set of community guidelines, outlined below. These policies will help you understand what type of sharing is allowed in our private groups and communities, and what type of content may be reported to us and removed. Because of the diversity of our community, please keep in mind that something that may be disagreeable or disturbing to you may not violate our community guidelines.

- **Keep it respectful**  
Comments that are inappropriately negative, rude, or attacking will be deleted, removed, or we will ask you to revise your thoughts. Everyone is here to learn and grow, so anything violating that will be removed.
- **No pitching to the group**  
We have a strict 'no shopping for customers' policy in our groups. This includes pointing people to blog posts with your offers/affiliate offers and publicly asking members to join your own Facebook groups or communities. Be cautious of unsolicited private messages to group members. If we get multiple complaints that you or someone else is using private messages to make unsolicited pitches to members, you may be asked to leave. You should view the group as your peers, not your leads.
- **Respect confidentiality**  
Content gathered in our Knowledge Translation Community groups cannot be collected, repackaged, and/or shared outside the group. Every member of our communities has a right to privacy and the right to feel safe that their questions, answers, and experiences remain privy to group members only.
- **Keep it on topic**  
We reserve the right to remove posts based on off-topic content or offensive content.
- **Report posts that are breaking group policies**  
Due to the large amount of people in our groups and communities, it's sometimes difficult for us to catch everything. If you see a post that is questionable, please report it, tag our community manager in the comments, or reach out to our community manger directly via private message so our team can review them.
- **Breaking the rules**  
If you are deemed to be breaking the rules of the group, Knowledge Translation reserves the right to remove you from the Facebook group that the offending behaviour has occurred within.