

IS Recruitment Pty Ltd (TA ISR Training) TERMS AND CONDITIONS

1. Introduction

The following terms and conditions (“conditions”) form the basis of your contract with IS Recruitment (“ISR Training”).

Please read them carefully as they set out your and our respective rights and obligations. By registering, subscribing, ordering and gaining access to the “online portal”, we are entitled to assume that you have read these conditions, that you agree to them and that you agree to them applying to your product and/or service offered by us and which we agree to make, provide or perform (as applicable) as part of our contract with you. References in these conditions to your “packages” are references to the products and/or services you have registered with ISR Training. References to “sessions” are references to individual products and/or services.

2. Conditions

The ISR Training website(s) (“the Website”) is owned and operated by IS Recruitment Pty Ltd. (ABN 82 602 461 923) (“ISR, we, us, our”).

Please read the conditions set out below prior registering and/or subscribing to a program and/or session with ISR Training. By registering and gaining access to the “online” portal, you agree to be personally bound by these conditions, whether for yourself or on behalf of a minor, if you are registering on behalf of a minor. By registering and gaining access to the “online” portal, you represent and warrant that you are at least 18 years old, and if you are registering on behalf of a minor, that you are their legal guardian.

These conditions apply to the use of the Website, including the use of the information services provided through this Website.

If you, or a user on whose behalf you register (including a minor), breaches these conditions, you acknowledge that we may immediately suspend or terminate your account, without a refund, and take appropriate legal action (if we choose) against you alone. Further, you acknowledge that ISR Training is entitled to suspend or terminate your use of the Website or membership at any time if we consider that you have brought, or may bring, the reputation of ISR Training, related entities or its members into disrepute.

If you are registering on behalf of a minor, it is your responsibility to inform them of their obligations as a user of this Website and ensure compliance with these terms.

We strongly recommend that you ask any questions directly regarding your packages and sessions prior to registering and/or subscribing to ensure that you understand these conditions.

3. Payment and Refunds

Orders and access are subject to acceptance by us. Acceptance and continued access to our products and/or services is always subject to payment first being made by you. By placing an order, you make an offer to purchase the relevant subscription to products and/or services part of your package and/or session. We reserve the right to terminate your access to our service if you are not up to date with any payment plan that may be offered.

NB: If the product/service you choose is our SWISH Bootcamp or HIIT training, full payment must be made at least 30 days prior to the commencement of training. If you are booking within 30 days of the training start date, full payment must be made to secure your seat and or the time in our trainers’ calendar.

We expect that we will use the COMMweb gateway, Integra pay direct debit services or a similar service for most financial transactions. However, we may also be using credit cards and in such circumstances a transaction fee may be applicable. Accordingly, we will ask you to fill out our Direct Debit Request Form.

All prices are quoted in Australian currency (\$AUD) and inclusive of GST. ISR Training reserves the right to alter these prices in the event of any unforeseen circumstances. The receipt of payment that we issue to you will be a tax invoice in accordance with applicable legislative requirements relating to GST.

All prices are non-cancellable and non-refundable except as expressly set out in these conditions. You may not be able to terminate your subscription prior to the end of the package and/or session, and you may not be granted a refund. If you have chosen to pay the package and/or session price in instalments, you acknowledge that your account will continue to be debited until the end of the subscribed term (e.g. the full 12 months in the 'SWISH Academy') and a resubscription may be applicable subject to the product you have purchased.

To the extent permitted by law, you must bear any expenses (e.g. cancellation fee) that you may incur in connection with your request for such a refund. You agree that this is your sole remedy in these circumstances, other than any rights that may be available to you under the Australian Consumer Law.

4. Cancellation/Reschedule Policy

If you wish to cancel your purchase prior to the start of the package and/or session you must immediately inform ISR Training in writing to accounts@isrtraining.com.au. Once we have received your notice, cancellation will take effect.

Please note the following policies will apply on cancellation:

Product/Service	Situation	Policy
SWISH Academy	Product released; client has logged in	No refund
SWISH Bootcamp	Client can't make particular dates	ISR will assign a seat on another date within the next 2 years or credit the client in full to invest in another product/service.
HIIT Sessions	Client can't make particular dates	ISR will assign to on another date within the next 2 years or credit the client in full to invest in another product/service.

If you wish to cancel your academy subscription prior to the end of the package and whilst having been provided the products and/or services in said package and/or session you will be liable for products and/or services provided. Additionally, you must immediately inform ISR Training in writing. With all intellectual property of ISR Training being released in full in the academy upon receipt of payment, all payments are final, and no refunds will be provided at any time.

5. Contract

All registrations and subscriptions are made with ISR Training. By subscribing to a package and/or session with us you are deemed to have agreed to these conditions, which constitutes the entire agreement between you and us, and your registration and/or subscription will be accepted by us on this basis. Accordingly, a contract will exist between us from the date we issue the tax invoice, or the contract will exist when we accept your payment by way of written confirmation.

6. Conditions of Use of Site

Seek Advice from a Finance Professional

As with any business or financial guidance, it is important that before beginning any program, you consult with your financial advisor or accountant (independent of ISR Training) to ensure that you are mindful of your current financial situation and any restrictions that are appropriate for you. You should immediately seek financial advice if there are any unanticipated changes to your financial situation at any time.

No information contained in the Website is intended to be used as financial advice and the Website is not intended to be used to diagnose, treat, cure or prevent any financial hardship. Before relying on the information on the Website, you should carefully evaluate the accuracy and relevance of the information for their purposes and obtain appropriate professional advice. Whilst you may have access to financial professionals within ISR Training, we strongly recommend you seek independent third party advice, specific to your personal requirements or situation.

Our Packages and/or Sessions

Our packages and/or sessions shall be delivered as described from time to time on our website. You acknowledge and understand that access to any specific coach mentioned in the Website, including Ryan Tuckwood or Jack Corbett, in person, or on-line is not guaranteed.

Information Provided on Website

All information provided by us on the Website is provided in good faith. We derive our information from sources which we believe to be accurate and up to date as at the date of publication. We may update any information at any time, but you acknowledge that the information on the Website may not be the most current knowledge. In addition, to the extent permitted by law, we do not make any representations or warranties that any information we provide is reliable, accurate or complete and we make no guarantees of any specific result from use of this Website or the information service provided through it. To the extent permitted by law, we are not liable for any loss arising from any action taken or reliance by you on any information or material available on the Website.

The ISR Training employees includes experts on sales & negotiation. Our experts may receive requests from members about that member's specific circumstances. Our experts may provide sales, negotiation & personal development information for educational purposes. They do not offer or provide professional medical advice, diagnosis, treatment or rehabilitation and may refer the member to certain third-party resources. Any referrals to official bodies are not intended to be and should not be construed as an endorsement, promotion or recommendation by ISR Training.

Quality of The Website

We do not promise that the Website will be error-free or uninterrupted. The Website and its content are delivered on an "as-is" and "as-available" basis. We cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. Receipt of emails, or other Internet based communications such as via Face book, Instagram or YouTube from us cannot be guaranteed. The delivery of video messages is dependent upon third party providers and therefore outside of our control. Low internet connection speeds and/or older operating systems and/or browsers may result in slower page load times and an inability to view videos on the website.

Third Party Content

We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from the products or services including acts, omissions and conduct of any third party users of the Website, other members, other contributors to the Website, and advertisers or sponsors. We are not responsible for the products, services, advice, information, actions or failure to act of any third parties referenced on the Website (including User Content of other users of the Website referred to below). Where the information made available over the Website contains opinions or judgments of third parties (including advertisers), we do not purport to endorse the contents of that opinion or advice, nor do we guarantee the accuracy or completeness of that content, and we will not accept liability for loss or damage arising from your reliance upon any information obtained through this service. It remains your responsibility to evaluate the accuracy, completeness and usefulness of any such information.

Without limiting the foregoing, you may report the misconduct of users and/or third-party advertisers, service and/or product providers referenced on or included in the Website to the Program Administrator. We may investigate the claim and take appropriate action, in our sole discretion.

Security of Information

No data transmission over the Internet can be guaranteed as totally secure. While we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

Limitation of Liability

Indirect and Consequential Loss

To the extent permitted by law, and subject to the conditions, in no event will we (or our employees, agents and subcontractors) be liable to you for indirect, special or incidental, punitive, exemplary or consequential loss, costs,

expenses and damages (or any loss of revenue, loss of data, loss of profits or loss of opportunity whether the losses be direct or indirect), suffered or incurred by you and arising out of or in connection with your access to or use of the Website, any linked website, your reliance on any information obtained through the Website or your use of any services on the Website, regardless of whether liability is based on any breach of contract, tort (including negligence) or warranty, arises under statute, or any other basis of liability.

Terms Implied by Law

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms is excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to, at our option:

1. If the breach relates to goods, replacing, repairing or supplying goods equivalent to, those goods or paying the cost of replacing or repairing them or acquiring equivalent goods; or
2. If the breach relates to services, re-supplying, or paying the cost of re-supplying, those services.

Total Liability

To the extent permitted by law, our total liability in respect of all claims in connection with this agreement (whether based in negligence or any other tort, contract, statutory liability or otherwise) will be the total sum of all fees paid or payable by you under this agreement up until and including the date the cause of action accrued.

The limitation of liability set out in these conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

7. Indemnity

You agree to indemnify us and our employees, agents and subcontractors, affiliates, from and against any third party claims and all losses, expenses, damages and costs (including reasonable legal fees incurred on a solicitor/client basis) suffered or incurred by us, which arises as a result of your breach of these terms in your use of the Website.

8. Intellectual Property

Unless otherwise indicated and except for any functionalities provided by external websites, copyright in this Website (including its content, materials, PDF's, eBooks, audiobooks, text, graphics, logos, icons, sound recordings, video, software and advertisements) is owned or licensed by us. Information procured from a third party may be the subject of copyright owned by that third party. All rights are reserved by us.

All names, logos and trade marks on this Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights to commercial use or to distribute any names, logos or trademarks, without the express written agreement of the relevant owners.

All training delivered by ISR Training coaches is the IP of ISR Training and must be treated as such. By engaging in our training, you give permission for us to record audio and visual footage that we could use in a marketing, promotional and further education manner.

We grant you a personal, limited, revocable, non-exclusive and non-transferable licence to access, view, listen to, use and print this Website and its content solely for your personal, non-commercial purposes and only for those purposes. Otherwise, to the extent allowed by law, no part of this Website may be reproduced, reused, retransmitted, adapted, published, broadcast or distributed without our prior written permission.

The following are examples of conduct that are not authorised by these terms:

1. Sharing the content of this Website or your account with other persons;
2. Publishing or posting any of the content (such as 'documents' on any other website, including on social media pages or websites;

3. Using the logo or trademarks of this Website, the phrase “ISR Training” or “SWISH Coaching” (or anything substantially identical or deceptively similar), ISR Training, or likeness to describe, market, endorse or promote any goods or services (including goods and services such as coaching, sales training, mentoring, life coaching, business coaching etc);
4. Registering or maintaining any social media pages or websites that misrepresent or are reasonably likely to misrepresent any affiliation with, ISR Training, Ryan Tuckwood, Jack Corbett and associated entities or endorsement by, us or; and
5. Systematic downloading or “scraping” of content of the Website.

We may, from time to time, monitor your use of the Website to determine if you are in breach of these terms. Such monitoring may include:

1. The frequency and nature of any downloads; and
2. The time of access and IP addresses used to access the Website.

We may suspend, limit or terminate your access to the Website (at our discretion) if we reasonably suspect, based on the results of such monitoring, that you are in breach of these terms.

9. Permitted Use

We prohibit the use of this Website and any of its functionalities, features and content in any manner other than as expressly allowed by us in these terms. With respect to your use of or participation in any interactive facility on the Website, you acknowledge and agree that:

1. You are legally responsible for all User Content you submit;
2. Under no circumstances will you post any material, or engage in any behaviour, that is, or could reasonably be taken to be, predatory or intimidating, or in any way designed to solicit identifying information from anyone under the age of 18 years;
3. We may notify and/or cooperate with any authorities and law enforcement agencies in relation to any of your activities in connection with the Website, including providing any and all information about you held by us (whether of a personal nature or otherwise), to those entities;
4. You will not:
 - a. Post or transmit any illegal, threatening, discriminatory, harassing, abusive, offensive, defamatory, racially or sexually vilifying, obscene, pornographic or indecent material of any kind (including Restricted or Prohibited Content in accordance with the National Classification Code), or any material in contempt of any court or parliament, or encourage any other person to do so;
 - b. Bypass (or attempt to bypass) any security mechanisms imposed by the Website;
 - c. Harvest or collect email addresses, photographs or personal information of other users;
 - d. Impersonate any person or entity;
 - e. Post or transmit false or misleading material or make any form of misleading or deceptive representation;
 - f. Knowingly post or transmit or permit the posting or transmission of any material, which contains a computer virus or other harmful data, code or material;
 - g. Exploit the Website for your own commercial or unlawful purposes or the commercial or unlawful purposes of any other person (including the posting of advertisements, solicitors, promotional materials, “spam” or any other materials that are contrary to our commercial or lawful interests);
 - h. Provide access or links to any material (including links to peer to peer network “trackers”) which may infringe the intellectual property rights of another person; or
 - i. Delete or alter or attempt to delete or alter attributions, legal notices, trademarks or copyright marks on any material contained in the Website.
5. At our request you agree to do all things necessary and desirable, either to give effect to these terms or to help us comply with all regulatory directions and obligations.

10. Linked Websites

The Website (or User Content) may reference or link to third party sites on the internet. We have no control over these sites or the content within them. We cannot, and do not, guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive. We do not endorse the content of any third-party site, nor do we warrant

that they will not contain viruses or otherwise impact your computer. By using the Website to search for or link to another site, you agree and understand that you will not make any claim against us for any damages or losses, however arising, which results from your use of the link to access another site.

11. Variation

You are bound by the latest version of the applicable conditions. We may vary, amend or add to these terms at any time. Where there are material changes to these conditions that could adversely affect you, we may provide you additional notice to you by way of the email address you have provided to us. Without limiting our right to give notice by any other means, you will be deemed to have:

1. Received notice of such changes when we place a notice on the Website setting out the changes; and
2. Agreed to the conditions as varied the next time you access your account after we publish the notice on the Website.

12. Internet Safety

This Website seeks to adhere to the "Internet Industry Code of Practice" ("IICP") available at www.acma.gov.au. In accordance with the obligations on Content Hosts described within the IICP, we:

1. Encourage those users who upload content to use appropriate warnings and/or labelling systems in respect of material which is likely to be considered unsuitable for minors according to the Classification (Publications, Films and Computer Games) Act 1995 and relevant Classification Guidelines, even though such material may not be Prohibited or Potential Prohibited Content;
2. Notify you that you must not place on the Website content that is in contravention of any Australian State, Territory or Commonwealth law;
3. Warn you to be aware of the risks of using social media websites such as forums and chat rooms and encourage you to read further information on how you can minimise the risks for you and your children, by visiting www.cybersmart.gov.au, or following the link in the bullet point below;
4. Encourage you to read the Internet Industry Association's (IIA) Guide for Internet Users for information about methods of supervising and managing your children's access to internet content and obtaining an IIA Family Friendly Filter;
5. Notify you that you have a right to make complaints to the Australian Communications and Media Authority about content which you believe may be Prohibited Content or Potential Prohibited Content in accordance with the Classification (Publication, Films and Computer Games) Act 1995 and relevant Classification Guidelines, by visiting www.acma.gov.au; and
6. Encourage you to contact Program Administrator if you would like to make a complaint about any of the content shown on the Website or have any queries regarding unsolicited commercial emails (SPAM) received from us or seek further information regarding the above obligations.

13. Personal Information Collection Notice

In registering for access or using this Website, you may be required to give us certain personal information in which you have certain rights. Personal information relating to you which we collect, use and disclose may include sensitive information, such as information about your finances, your details related to how you pay for our services, your age, business, family life etc. If you do not provide all of the personal information that we request then you may not be able to complete the registration process, or we may not be able to provide all or some of our products and/or services to you.

You consent to your personal information being used and/or disclosed for any reasons given to you by us (at the time of collection) in relation to the use and disclosure of your personal information, including the reasons set out in our Privacy Policy. You also consent to us using and disclosing information about you to other ISR Training employees for purposes of tailoring any program or coach to you.

14. Privacy

ISR Training respects your privacy and will only use your personal information in accordance with our Privacy Policy and in accordance with the Privacy Act 1988.

15. Severability

In the event that any term or condition contained in these conditions is unenforceable or void by operation of law or as being against public policy or for any other reason than such terms or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining conditions to survive and continue as binding.

16. Complaints and Dispute Resolution

Should any dispute arise between ISR Training and yourself, it is agreed that formal proceedings in a Court or Tribunal will not commence until after the following process has been complied with:

1. A written notice specifying the nature of the dispute (“the notice”);
2. Following the issue of the notice, the parties will in good faith attempt to resolve the dispute by negotiation, mediation, expert determination or as otherwise agreed;
3. If the process for the resolution of the dispute is not agreed with within 7 days of the receipt of the notice, the parties must mediate the dispute. Mediation will be conducted in accordance with Rules and Regulations of the Queensland Law Society, as at the date of the dispute. If the parties cannot agree, the Mediator will be appointed by the President of the Law Society of Queensland, or nominee; and
4. If there is no resolution to the dispute at the expiration of 30 days from the receipt of the notice, formal proceedings may be commenced.

The laws applicable in Queensland govern these conditions and the parties submit to the jurisdiction of the Courts and/or Tribunals of Queensland to herein determine any disputes between the parties.