

## **Terms and Conditions for Use of Business Risk Management Services Training Applications**

### **Important—Read carefully:**

These Terms and Conditions for Business Risk Management Services (BRM) BRM Learning Web Site (these "**Terms and Conditions**") together constitute a legal agreement between you and BRM and its suppliers and its licensors (collectively "**BRM**") with respect to BRM Learning Training Web Site, including all sub-pages under the Web site (collectively, the "**Site**") and all other services provided to you by IA in connection with the Portal Services including Web access to the Site.

By clicking on the "Accept" button or otherwise using or accepting the Portal Services, you agree to be bound by the terms of these Terms and Conditions. If you do not agree to these terms of service, do not click on the "Accept" button and do not use the Portal Services. You agree that your use of the Portal Services acknowledges that you have read these Terms and Conditions, understand them, and agree to be bound by these Terms and Conditions.

I have read and understood and agree to be bound by, the Terms and Conditions for use of the Portal Services.

I consent to BRM sending me commercial electronic messages (as defined under the Spam Act (Cth) 2003) and acknowledge that such messages may be sent from time-to-time to promote IBRM's products and/or services. I also acknowledge that I can opt out from receiving such messages at any time by sending an e-mail to [unsubscribe.info@interactiveconcepts.com.au](mailto:unsubscribe.info@interactiveconcepts.com.au) with the subject heading 'Unsubscribe BRM Cyber Training portal'.

### **1. Description of Services.**

You agree that you shall only use the Portal Services in a manner that complies with all applicable laws and court orders in the jurisdictions in which you use the Portal Services, including, but not limited to, applicable restrictions concerning privacy, copyright and other intellectual property rights.

### **2. Limited Warranty.**

To the extent permissible by law, BRM makes and you receive no warranties, express, implied, statutory, or otherwise, and BRM specifically disclaims any implied warranties of merchantability, non-infringement and fitness for a particular purpose with respect to the Portal Services. BRM does not warrant that the Portal Services will meet your requirements or that the Portal Services and the information contained therein will be error free.

### **3. BRM's Right to Terminate or Modify Services.**

BRM may modify these Terms and Conditions or the Services at any time. BRM may terminate these Terms and Conditions and any Services at any time. IA may provide notice by e-mail or by publishing the changes on the Site. These Terms and Conditions, and your right to use the Portal Services, will automatically terminate if you fail to comply with any term. No notice shall be required from BRM to effect such termination. Upon any termination of these Terms and Conditions, you shall immediately discontinue use of the Portal Services.

### **4. Title.**

Title, ownership, rights, and intellectual property rights in and to the Portal Services shall remain in IA and/or its suppliers. The Portal Services are protected by the copyright laws of Australia and other countries, and by international copyright treaties. Title, ownership rights and intellectual property rights in and to the content accessed through the Portal Services shall be retained by the applicable content owner and may be protected by applicable privacy, copyright or other laws.

## **5. Limitation of Liability.**

To the maximum extent permitted by applicable law, in no event shall BRM or its suppliers be liable for any consequential, incidental, indirect, special, punitive, or other damages whatsoever or for damages for loss of business profits, business interruption, computer failure, loss of business information, or other pecuniary loss arising out of these Terms and Conditions or the use of or inability to use, or your reliance upon the Portal Services, even if BRM has been advised of the possibility of such damages. Your sole and exclusive remedy for any dispute with IA related to these Terms and Conditions or the Portal Services shall be cancellation of the Portal Services.

You acknowledge that all information provided in connection with the Portal Services, including training examples, assessments and assessment feedback, has been developed by or on behalf of BRM by experienced personnel, however, you agree that you shall not be entitled to any reliance on such information or BRM's skill and advice generally, but should carry out your own investigations and obtain independent professional advice prior to taking any action in reliance upon the Portal Services.

## **6. Indemnification.**

You agree to hold harmless, indemnify and defend BRM, its officers, directors and employees, from and against any losses, damages, fines and expenses (including legal fees and costs) arising out of or relating to any claims that you have (i) used the Portal Services in violation of another party's rights or in violation of any law, or (ii) violated any terms of these Terms and Conditions.

## **7. Miscellaneous.**

### *a) No Assignment.*

Your entitlement to use the Portal Services is personal to you, and may not be assigned without IA's express written consent.

### *b) Governing Law; Jurisdiction.*

These Terms and Conditions are governed by the laws of the state of New South Wales. You agree to bring and defend any actions related to these Terms and conditions within the jurisdiction of that State. c) *Complete Agreement.*

These Terms and Conditions shall constitute the complete and exclusive agreement between us, notwithstanding any other written instrument submitted by you, whether formally rejected by IA or not. The terms and conditions contained in these Terms and Conditions may not be modified by you except in writing duly signed by you and an authorized representative of BRM. If any provision of these Terms and Conditions is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.