
WEBSITE TERMS OF USE

Welcome to our website. This website with URL address www.facilitatedtraining.com is owned and operated by Facilitated Training, ABN 67802693802.

The terms 'us' or 'our' or 'we' refers to Facilitated Training, the owner of the website, whose registered office is in Victoria, Australia. The term 'you' or 'your' refers to the website user.

In this document, "Training Material", Training Courseware" "Resources", "Content" or "Guide" is the training product that you obtain from *Facilitated Training* through e-commerce purchase, website download and email delivery.

"You" and "The Customer" refers to the customer or client who purchases the Training Material.

"We", "Us", "Instructional Designer" and the "Author refers to *Facilitated Training*.

We hereby grant to you, a non-transferable license to use the Training materials for Permitted Users as defined below. Anything outside the Permitted Uses for Training Materials is excluded. These are presented under Exclusions. All other rights to the Training Materials, including, without limitation, all copy right and other intellectual property rights relating to the Content, are retained by *Facilitated Training* and or its suppliers.

This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the purchased Training Materials along with any copies or archives of it and ceasing to use the Training Materials for any purpose. The Agreement also terminate with or without notice from Facilitated Training if at any time you fail to comply with any of its terms.

Facilitated Training reserves the right to elect at a later date to revoke or amend the licence granted by this Agreement and replace the content with alternative version for any reason. *Facilitated Training* may revise this Agreement at any time at its sole discretion.

Facilitated Training is a business that provides the following services and products:

- Customisable training courseware
- eBooks
- eReferences

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- Templates

Permitted uses for Training Materials

As a user of Training Materials provided by *Facilitated Training*, you are hereby granted the following rights (Your Rights”):

- Unlimited reprinting of Training Materials for the distribution to course participants
- Unlimited delivery of the course to participants
- Unlimited number of participants for the course
- Unlimited rights to edit and modify the content of the Training Material
- Unlimited rights to add your own content to enhance the course
- Ability to use your own logo on the Training Materials when delivered to participants

Exclusions for Training Materials

- You may not, under any circumstances, resell the product.
- You may not distribute the Training Material, for free or at cost, to others who may resell the Training Material for commercial advantage.
- You may not convert Training Materials directly to other derivatives such as audio playbacks, translations, online learning products and resell it as a new training material for financial gain.
- The content is provided to you for your use generally as a trainer, training designer or a learner. You may not distribute the Training Materials obtained from Facilitated Training to other trainers and training course providers. An exception to this rule is that, if you are team of trainers in an organisation involved in design and delivery of courses. In this case, you may share the Training Materials between team members and no extra licences are necessary.
- Images included in the Training Materials can not be used outside the context that they are provided without explicit permission. You are not allowed to extract images or reverse engineer the content and use them elsewhere outside a training environment. For example, you are not allowed to extract images and use them in book publication, eBook, presentation or similar.

Please read these Terms and Conditions carefully, as together with our Privacy Policy located on this website, it sets out your important rights and obligations in relation to:

1. the use of this website
2. all services and products provided through this website.

Should you not agree with any of these terms and conditions, please do not use our website.

1. Your use of this website is subject to the following terms and conditions:

- 1.1. When you visit this website and use our services or purchase our products you agree that you have read these Terms and all related documents and that you are willing to be bound by them.
- 1.2. The content of this website is for your general information and use only. It is subject to change without prior notice.
3. The free training resources such as icebreakers, exercises, templates and guidelines presented on the *Facilitated Training* website are provided so that you can enhance your training course or used them for self-learning. No content from the site (text or images) can be republished elsewhere online or in print, as part of a product, for product advertisement for commercial gain or for free.

2. Variation

- 2.1. We may update our terms and conditions from time-to-time and the new provisions will apply from the date they are updated.

3. Disclaimer (General)

- 3.1. Whilst every care is taken, [insert business name] does not provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any particular purpose.
- 3.2. The information available through this website site is provided for educational purposes only.
- 3.3. You are solely responsible for any results you obtain as a result of using the information on this website.

4. Training Material Suitability

1. It is the Customer's responsibility to refer to the range of training courses provided by Facilitated Training, prior to purchasing, to ensure that the selected course/s meet the required criteria. *Facilitated Training* provides professional course material based on comprehensive research, care and skill, but accepts no

liability in the event that the selected program is unsuitable for you, or your participant requirements.

5. Copyright, trademarks and other intellectual property

- 5.1. Facilitated Training owns the intellectual property rights in all of the content of this website or has permission to use or display the material on this website.
- 5.2. You may not use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, or in any way exploit or allow others to exploit any of our website content in whole or in part except as expressly authorised by us.
- 5.3. Please email hello@facilitatedtraining.com if you require permission to reproduce any of the contents of this website.
- 5.4. Images and item descriptions posted on this website by third parties are the responsibility of those third parties and may be subject to copyright.
- 5.5. You must seek permission from the third party before using any of their content. The names of actual companies and products mentioned on this website may be the trademarks of their respective owners.
- 5.6. No part of *Facilitated Training* publications may be reproduced, stored in a retrieval system, reverse engineered, create derivative works from or in any way exploit the content or transmitted by any form or means, electronic, mechanical, photocopying or otherwise, without the prior permission of the Author (publisher), (copyright owner), other than those stated under "Permitted Uses" for corresponding products.
- 5.7. No responsibility for the loss to any individual or organisation acting or refraining from action as a result of the material in this publication can be accepted by the Author, or by *Facilitated Training*.
8. The right of *Facilitated Training* to be identified as the owner of this work has been asserted by them in accordance to the Copyrights, Designs and Patents **Copyright Act** 1968 (Cth) Australia and by law in other countries that the content is purchased from.
9. The rights to images or content are not transferred. The ownership of the Training Materials and any other products remain with *Facilitated Training*. You are licenced to use the product as per conditions set out in this document.

2. Personal use only

1. You may access, download, or print material from the website for your personal use only.
- 6.2 Sharing any intellectual property or copyright material from this website for commercial use of any sort, without permission is expressly prohibited.
- 6.3 You agree not to change or delete any copyright or proprietary notice from materials downloaded from this website or any site accessible through this website.
- 6.4 Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to our website content or our intellectual property.

2. No unlawful or prohibited use

- 2.1. As a condition of your use of this website, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms and conditions.
- 2.2. You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other person's use and enjoyment of this website.
- 2.3. You agree not to hack into areas of this website that are not intentionally made available to you.
- 2.4. You expressly agree not to:
 - 2.4.1. engage in any internal or external spamming, or other similar actions
 - 2.4.2. engage in any unlawful or immoral acts, or acts that are in violation of these terms and conditions
 - 2.4.3. decompile, reverse engineer, or try to copy or imitate this website or underlying content
 - 2.4.4. use the website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus or other malicious computer software.
 - 2.4.5. use data collected from the website for any direct marketing activity (including without limitation email marketing, social media marketing, online marketing, SMS marketing, telemarketing, and direct mailing).
 - 2.4.6. use data collected from the website to contact individuals, companies or other persons or entities for marketing purposes.

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- 2.5. You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and not misleading.

3. Copyright infringement

- 3.1. If you believe that there is material on our website that infringes third party intellectual property rights, please email hello@facilitatedtraining.com with sufficient information to enable us to determine who the owner of the intellectual property is and to remove it from the Facilitated Training website if appropriate.

4. Cookies

- 4.1. This website uses cookies to monitor browsing preferences.
- 4.2. By using our website or by agreeing to this Terms of Use, you consent to our use of cookies in accordance with the terms of our Privacy Policy.

5. Third-party links

- 5.1. This website may also, on occasion, include links to other websites which are not controlled by us.
- 5.2. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk.
- 5.3. Third-party links on our website do not signify that we recommend or endorse the websites.
- 5.4. We have no control over the nature, content and availability of those websites.

6. Website security

- 6.1. Facilitated Training makes every effort to maintain the security of the Facilitated Training website including but not limited to encryption, firewall, antivirus, and spyware protection to the extent that we deem advisable to protect your personal information, the integrity of the website and conduct our business. However, we do not guarantee the security of the website, our records, or your content.
- 6.2. Facilitated Training disclaims all liability for any computer virus or technological problems that we do not intentionally cause or that is beyond our control. You are advised to install and maintain up-to-date security software on your computer for your further protection.
- 6.3. The Facilitated Training website is managed by third-party services; therefore, the website may be inaccessible from time to time.

7. Limitation of Liability

- 7.1. Where warranties are implied by law, you acknowledge and agree that the total aggregate liability to us is limited at our discretion to the provision of those services again, or to a refund equal to the total amount paid by you for the particular services that are the subject of the cause of action, even if those services were provided to you without cost.
- 7.2. This limitation of liability applies to the fullest extent permitted by law and shall survive any termination or expiration of this agreement or your use of this website or the services found on this website.
- 12.3 In no event shall *Facilitated Training* or any of its affiliates or content providers be liable for an incidental, indirect, punitive, exemplary or consequential damage whatsoever (including damages for loss of profits, interruption, loss of business information or any other pecuniary loss.)

8. Indemnity

- 8.1. You agree to indemnify and defend Facilitated Training from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) related to:
 - 8.1.1. Your unauthorised use of this website, or products or services included or advertised on this website
 - 8.1.2. Your breach of these Terms of Use.
- 3. You agree to indemnify, defend and hold *Facilitated Training*, its affiliates, its content providers and their respective directors, officers, employees, shareholders, partners and agents (collective, the “Facilitated Training Parties”) harmless from and against any and all claims, liabilities, losses, damages and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any Facilitated Training Party as a result of or in connection with any breach or alleged breach by you or anyone acting on your behalf of any of the terms in this agreement.

14. Delivery Policy

- 14.1. Upon successful checkout via our e commerce system, you will receive emails which contain an attachment of the products purchased. This is automatically handled when the transaction is completed. In some cases, transfer of these emails can be interrupted, and you might not receive it. This can happen due to individual email restrictions, server issues or firewall settings. In these cases, please contact hello@facilitatedtraining.com and we will resend the email in a different format or to an alternative email address.

15. Cancellations and returns

15.1 Training Material purchased online through our website is considered opened at the time of purchase.

2. In line with software industry practices, returns are only accepted for unopened products. As a result, no returns are accepted after the time of purchase. You will have every opportunity to examine the course syllabus and general content of the course material before you proceed to purchase it.

2. Warranty

- 2.1. The Content is provided in accordance with the agreement provided in this document. While we made reasonable effort on the accuracy of the content to correctly present the research carried out in subject domains, *Facilitated Training* does not warrant the accuracy of such information.
- 2.2. Other than as expressly provided above the content is provided “as is” without representation, warranty or condition of any kind, either express or implied, including, but not limited to the implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. *Facilitated Training* does not represent or warrant that the content will meet your requirements. The entire risk as to the quality and performance of the content is with you.

17. Applicable law

17.1 This agreement is governed by the laws of the Victoria, Australia and you consent to the exclusive jurisdiction and venue of courts within the Victorian court system, in all disputes arising out of or relating to the use of this website.

17.2 You may provide notice to us through the contact us page or otherwise by email addressed hello@facilitatedtraining.com.

17.3 Facilitated Training may provide notice to you via email or other electronic means.

17.4 Use of this website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms of use, including without limitation, this paragraph. If you are resident in a jurisdiction where the use of this website is unauthorised, it is your responsibility to stop using this website.

18. Relationship

18.1 You agree that no joint venture, partnership, employment, or agency relationship exists between you and Facilitated Training as a result of this Agreement or use of this website.

19. Validity

1. If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.
2. These terms and conditions together with our [Privacy Policy](#) found on our website form the entire agreement between you and Facilitated Training.

2. Acknowledgement

- 2.1. You acknowledge that you have read this agreement, understand it, and had an opportunity to seek independent legal advice prior to agreeing to it. In consideration of *Facilitated Training* agreeing to provide Training Materials, you agree to be bound by the terms and conditions of these agreement. You further agree that it is the complete and exclusive statement of the agreement between you and *Facilitated Training*, which supersedes any proposal, or prior agreement oral or written and any other communication between you and *Facilitated Training* relating to the subject of this agreement.

3. Feedback, comments or complaints

- 3.1. If you have any questions, please email hello@failitatedtraining.com. We endeavour to respond to all inquiries within three business days.