CHANGE MANAGEMENT INSTITUTE

MEMBER PORTAL TERMS AND CONDITIONS

Welcome to Change Management Institute!

These terms and conditions (**Terms**) govern your membership (**Subscription)** with Change Management Institute's online member hub (**Member Portal**) described on our website at www.change-management-institute.com (**Website).**

By clicking the tick box below, paying for your Subscription or otherwise accepting the benefit of any part of the Member Portal, you agree to be bound by these Terms, which form a binding contractual agreement between you or the company you represent (the **'Client'**, or **'you'**) and Change Management Institute Incorporated ABN 34 656 853 424 (**'Change Management Institute', 'our', 'we'** or **'us'**). You represent and warrant that you have valid authority to enter into these Terms on behalf of any entity you may represent.

Please note that if your Subscription is Automatic Recurring Billing, your Subscription will continue to renew indefinitely and you will continue to incur Subscription Fees, unless you cancel your Subscription in accordance with clause 10.

We may change these Terms at any time by notifying you, and your continued use of the Member Portal following such an update will represent an agreement by you to be bound by the Terms as amended.

In these Terms, capitalised words and phrases have the meanings given to them where they are followed by bolded brackets, or as set out in the Definitions table at the end of these Terms.
Please read these terms and conditions carefully before agreeing to proceed with your Subscription.

1 THE MEMBER PORTAL

1.1 YOUR SUBSCRIPTION

(a) (**The Subscription**) The Subscription includes, to the extent described in your Subscription, access to:

(i) The functionalities of the Member Portal, which allows you to attend local and virtual chapter events, connect with special interest groups, and join or spark virtual conversations; and

(ii) Content, including freely available resources and exclusive content developed by or in association with Change Management Institute.

(b) (**Scope of Subscription**) Your Subscription includes the benefits and limitations set out on our Website for your Subscription, or as otherwise communicated to you when you subscribe for your Subscription (as amended from time to time by notice to you).

(c) (**Provide Information**) As part of registering for, and your continued use of, your Subscription, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, photos and video, profile information, payment details, ratings and reviews, verified identifications, verified

certifications and authentication, and other information as determined by us from time to time. You warrant that any information you give to us in the course of completing the Subscription registration process is accurate, honest, correct and up to date.

1.2 THE MEMBER PORTAL

(a) During the Subscription Period, we grant to you a non-exclusive, non-transferable licence to use the Member Portal. If your Subscription on the Website does not specify a Number of Member Portal Users, your licence to use the Member Portal under this clause will be limited to one (1) use (i.e. the Number of Member Portal Users will be one (1)).

(b) We may, from time to time, in our absolute discretion, release enhancements to the Member Portal, where enhancements means any upgraded, improved, modified or new versions of the Member Portal. Any enhancements to the Member Portal will not limit or otherwise affect these Terms. Enhancements may cause downtime or delays from time to time, and credits will not be provided for such downtime.

(c) We will provide the Member Portal in accordance with all applicable laws and industry standards.

(d) Unless otherwise agreed in writing, we may not provide access, or suspend access, to any part of the Member Portal until you have paid the relevant instalment of Subscription Fees.

1.3 HOSTED SERVICES

We will store User Data you upload to the Member Portal using a third party hosting service selected by us (**Hosting Service**), subject to the following terms:

(a) (**hosting location**) You acknowledge and agree that we may use storage servers to host the Member Portal through cloud-based services, and potentially other locations outside Australia.

(b) (**service quality**) While we will use our best efforts to select an appropriate hosting provider, we do not guarantee that the Hosting Service will be free from errors or defects or that User Data will be accessible or available at all times.

(c) (**security**) We will use our best efforts to ensure that User Data is stored securely. However, we do not accept responsibility or liability for any unauthorised use, destruction, loss, damage or alteration to User Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

(d) (**backups & disaster recovery**) In the event that User Data is lost due to a system failure (e.g. a database or webserver crash), we cannot guarantee that any backup will be available, or if available that such a backup will be free from errors or defects.

1.4 SUPPORT

If the Member Portal includes services to provide you with support where necessary to resolve technical issues with the Member Portal (**Support Services**), the following terms apply unless otherwise specifically agreed in writing:

(a) We will take reasonable steps to provide Support Services where necessary. You must first endeavour to resolve any issues with the Member Portal internally and we will not assist with issues that are beyond our reasonable control.

(b) You are responsible for all internal administration and managing access, including storing back-up passwords and assisting your Personnel to access and use the Member Portal.

(c) You will not have any claim for delay to your access to the Member Portal due to any failure or delay in Support Services.

1.5 THIRD PARTY SOFTWARE, TERMS & CONDITIONS

(a) You acknowledge and agree that third party terms & conditions (**Third Party Terms**) may apply to your use of the Member Portal.

(b) You agree to any Third Party Terms applicable to any third party goods and services that are used in providing the Member Portal, and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

(c) Without limiting clause 1.5(b), we will take reasonable steps to notify you of Third Party Terms.

(d) You acknowledge and agree that issues can arise with transferring data to software and between software, and when integrating software with other software. We cannot guarantee the integration processes to other software will be free from errors, defects or delay. You agree that we will not be liable for the functionality of any third party goods or services, including any software.

2 SUBSCRIPTION FEES AND PAYMENT

(a) (**Subscription Fee**) You must pay fees to us in the amounts and at the times specified in the pricing section of the Website for your Subscription, or as otherwise agreed in writing (**Subscription Fees**).

(b) All Subscription Fees must be paid in advance and are non-refundable for change of mind.

(c) Unless otherwise agreed in writing, the Subscription Fees are due and payable on an annual basis for the duration of the Subscription Period, with the first payment being due on the first day of the Subscription Period.

(d) (**Fixed Billing**) If you select your Subscription to be Fixed Billing, your Subscription will continue for the Subscription Period you selected when subscribing to the Member Portal on our Website.

(e) (**Automatic Recurring Billing**) If you selecte your Subscription to be Automatic Recurring Billing, your Subscription will continue to renew on an annual basis indefinitely, and you must pay Subscription Fees in respect of each annual period, unless you have cancelled your Subscription in the Member Portal prior to the expiry of the then current year that you want to cancel your Subscription. Otherwise, we will continue to debit the Subscription Fees from your account each year. We will not pay any charge back amount if you fail to cancel your Subscription in accordance with this clause. By choosing a recurring payment plan, you acknowledge that your Subscription has an initial and recurring payment feature and you accept responsibility

(f) for all recurring charges prior to your cancellation of your Subscription. We may submit periodic charges for the Subscription Fees without further authorization from you, until you provide prior written notice (receipt of which is confirmed by us) that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before we could reasonably act on such notice. To terminate your authorization or change your payment method, please contact us via our Website.

(g) Unless otherwise indicated, the Fees do not include GST. In relation to any GST payable for a taxable supply by us, you must pay the GST subject to us providing a tax invoice.

(h) We reserve the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

(i) We reserve the right, from time to time, to change the Subscription Fees. We will notify you in advance if we do this.

(j) (**Online payment partner**) We may use third-party payment providers (**Payment Providers**) to collect the Subscription Fees. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

3 GENERAL MEMBER PORTAL OBLIGATIONS

(a) **You must ensure that you comply with these Terms at all times.** You acknowledge and agree that we will have no liability in respect of any damage, loss or expense which arises in connection with your breach of these Terms, and you indemnify us in respect of any such damage, loss or expense.

(b) You must not, and must not encourage any third party to, without our prior written approval:

(i) upload sensitive information or commercial secrets using the Member Portal;

(ii) upload any inappropriate, offensive, illicit, illegal, pornographic, sexist, homophobic or racist material using the Member Portal;

(iii) upload any material that is owned or copyrighted by a third party;

(iv) make copies of the Documentation or the Member Portal;

(v) adapt, modify or tamper in any way with the Member Portal;

(vi) remove or alter any copyright, trade mark or other notice on or forming part of the Member Portal or Documentation;

(vii) create derivative works from or translate the Member Portal or Documentation;

(viii) publish or otherwise communicate the Member Portal or Documentation to the public, including by making it available online or sharing it with third parties;

(ix) sell, loan, transfer, sub-licence, hire or otherwise dispose of the Member Portal or Documentation to any third party;

(x) decompile or reverse engineer the Member Portal or any part of it, or otherwise attempt to derive its source code;

(xi) attempt to circumvent any technological protection mechanism or other security feature of the Member Portal;

(xii) intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment in connection with the Member Portal;

(xiii) share your Member Portal account information with any other person and that any use of your account by any other person is strictly prohibited. You must immediately notify us of any unauthorised use of your account, password or email, or any other breach or potential breach of the Member Portal's security;

(xiv) use the Member Portal for any purpose other than for the purpose for which it was designed, including you must not use the Member Portal in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes); or

(xv) act in any way that may harm our reputation or that of associated or interested parties or do anything at all contrary to the interests of us or the Member Portal.

(c) If you become aware of misuse of your Subscription by any person, any errors in the material on your Subscription or any difficulty in accessing or using your Subscription, please contact us immediately using the contact details or form provided on our Website.

(d) You acknowledge that we may change any features of the Member Portal at any time on notice to you.

(e) Information given to you through the Member Portal, by us or another User, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information; and

(f) We may cancel your account at any time if we consider, in our absolute discretion, that you are in breach or are likely to breach this clause 3(d).

4 MEMBER PORTAL MATERIAL

(a) Your Subscription will allow you to access certain materials which may include, from time to time, articles, videos, guides, seminars, and events (**Member Portal Material**).

(b) The Member Portal Material is subject to change at any time without notice to you. We do not guarantee that any specific material will be available on the Member Portal and reserve the right to remove any existing Member Portal Material at any time.

(c) We expressly reserve all rights in any Intellectual Property Rights owned or licensed by us in the Member Portal Material in accordance with clause 6.1. You are granted a limited licence to use the Member Portal Material in accordance with clause 6.1.

(d) If any Member Portal Material is specified on the Member Portal not to be downloaded, you must not download that Member Portal Material.

(e) We do not guarantee that the Member Portal Material is up-to-date, accurate, complete or otherwise suitable for use.

(f) You acknowledge and agree that some of the Member Portal Material is licensed from third parties, and we do not have control over the material being up-to-date, accurate, complete or otherwise suitable for use.

(g) We are not responsible or liable for any losses, claims, expenses, damages and liabilities which arise in connection with your use of the Member Portal, including your reliance on any Member Portal Material.

If the Member Portal allows access to reserve tickets to an event, presentation, seminar or similar, we make no guarantees as to the availability of such tickets as the capacity of an event, presentation, seminar or similar may be limited and attendance not exclusive to Users.

5 POSTING AND USER INTERACTIONS

5.1 USER INTERACTIONS

The Member Portal allows you to create general posts (not Job Ads) and interact with other Users. You acknowledge and agree that:

(a) Change Institute Management will not monitor every post or communication between Users on the Member Portal;

(b) all posts and all communication between Users must not breach any of the "General Member Portal Obligations" set out in clause 3;

(c) we reserve the right to remove any post on the Member Portal at our absolute discretion; and

(d) we reserve the right to deactivate and remove any User and, if relevant, their Subscription at our absolute discretion.

5.2 WARRANTIES

By providing or posting any information, materials or other content in connection with the Member Portal (**Posted Material**), you represent and warrant that:

(a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);

(b) the Posted Material is accurate and true at the time it is provided;

(c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;

(d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;

(e) the Posted Material is not "passing off" of any product or service and does not constitute unfair competition;

(f) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;

(g) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Member Portal or any network or system; and

(h) the Posted Material does not breach or infringe any applicable laws.

5.3 USER ANONYMITY

You acknowledge and agree that your use of the Member Portal is public to other Users, unless you make the necessary adjustments to your privacy settings to ensure your use of the Member Portal is not visible other Users.

5.4 LICENCE

(a) You grant, and must ensure that all Users grant, to us a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for us to use, exploit or otherwise enjoy the benefit of such Posted Material.

(b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release us from any and all claims that you could assert against us by virtue of any such moral rights, and you must ensure that all Users grant an equivalent release.

(c) You indemnify us against all damages, losses, costs and expenses incurred by us arising in connection with any third party claim that Posted Material infringes any third party's Intellectual Property Rights.

6 INTELLECTUAL PROPERTY AND DATA

6.1 MEMBERSHIP PORTAL CONTENT INTELLECTUAL PROPERTY

(a) (**Our ownership**) We retain ownership of all materials provided to you throughout the course of your Subscription (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Member Portal Content**) and reserve all rights in any Intellectual Property Rights owned or licensed by us not expressly granted to you.

(b) (**Licence to you**) You are granted a licence to the Member Portal Content, for the Number of Member Portal Uses, and you may make a temporary electronic copy of all or part of any materials provided to you for the sole purpose of viewing them and using them for the purposes of the Member Portal. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish those materials or any Member Portal Content without prior written consent from us or as otherwise permitted by law.

6.2 USER DATA

Our Rights and Obligations

(a) You grant to us (and our Personnel) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use Client Data to the extent reasonably required to provide the Member Portal.

(b) We will establish, maintain, enforce and continuously improve reasonable safety and security procedures and safeguards against the unauthorised use, destruction, loss or alteration of Client Data.

(c) We reserve the right to remove any Client Data, including where we deem Client Data to be inappropriate, offensive, illicit, illegal, pornographic, sexist, homophobic or racist.

Your Obligations and Grant of Licence to Us

(d) You are responsible for ensuring that:

(i) you share Client Data only with intended recipients; and

(ii) all Client Data is appropriate and not offensive.

(e) You:

(i) warrant that our use of Client Data will not infringe any third-party Intellectual Property Rights; and

(ii) indemnify us from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.

6.3 REMOVAL OF USER DATA

(a) The Platform acts as a passive conduit for the online distribution of User Data and has no obligation to screen User Data. However, we may, in our absolute discretion, review and remove any User Data at any time without giving any explanation or justification for removing the User Data.

(b) You agree that you are responsible for keeping and maintaining records of User Data.

6.4 ACCESS TO USER DATA

You agree that any User Data can be accessed by other Users on your Subscription.

7 LINKS TO OTHER WEBSITES

(a) The Member Portal may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.

(b) Inclusion of any linked website on the Member Portal does not imply our approval or endorsement of the linked website.

8 CONFIDENTIALITY AND PRIVACY

(a) Except as contemplated by these Terms, a party must not and must not permit any of its officers, employees, agents, contractors or related companies to use or to disclose to any person any Confidential Information disclosed to it by the other party without the disclosing party's prior written consent.

(b) You agree to our Privacy Policy, located on our Website, which is incorporated into these Terms by reference. Please read the Privacy Policy carefully as it governs our collection, use, and disclosure of personal information.

(c) Each party must promptly notify the other party if it learns of any potential, actual or suspected loss, misappropriation or unauthorised access to, or disclosure or use of Confidential Information or other compromise of the security, confidentiality, or integrity of Confidential Information (Security Breaches).

(d) The notifying party will investigate each potential, actual or suspected Security Breach and assist the other party in connection with any related investigation.

9 LIABILITY

9.1 WARRANTIES AND LIMITATIONS

(a) (**Service Limitations**) The Member Portal is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that we cannot guarantee that:

(i) the Member Portal will be free from errors or defects;

(ii) the Member Portal will be accessible at all times;

(iii) messages sent through the Member Portal will be delivered promptly, or delivered at all;

(iv) information you receive or supply through the Member Portal will be secure or confidential; or

(v) any information provided through the Member Portal is accurate or true.

(b) (**Exclusion**) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in these Terms are excluded.

(c) (**Consumer law**) Nothing in these Terms is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.

9.2 LIMITATION OF LIABILITY

To the maximum extent permitted by law, our liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims be only for economic loss, or for personal injury or other damage) arising under or in connection with these Terms, the Member Portal or a Subscription:

(a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)); and

(b) is limited, insofar as concerns other liability, to the total money paid to us under these Terms as at the date the event giving rise to the relevant liability occurs (or, where there are multiple events, the date of the first such event).

9.3 INDEMNITY

You indemnify us from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise in connection with:

(a) any breach of these Terms by you, your Personnel or a User; or

(b) any act or omission of you, a User or your Personnel.

10 CANCELLATION OF YOUR SUBSCRIPTION

(a) You may cancel your auto-renew or annual Subscription at any time through the Member Portal. Cancellations take effect at the end of your current billing cycle — you will retain full access until then and will not be charged again after cancelling.

(b) Your licence to the Member Portal under these Terms will last for the remainder of the then current billing cycle to ensure you have an opportunity to retrieve all data you may need from the Member Portal. Once the then current billing cycles ends, we will have no responsibility to store or otherwise retain any data, and you release us in respect of any loss or damage which may arise out of us not retaining any data beyond that point.

(c) Your access to the Member Portal will be revoked at the end of the relevant billing cycle in which you cancel your Subscription.

(d) You may cancel your membership within 14 days of the date you join and receive a full refund, if you change your mind and notify us in writing,

11 DISPUTES AND TERMINATION

11.1 DISPUTE RESOLUTION

(a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.

(b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

(c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

11.2 TERMINATION BY US

(a) We may terminate these Terms or any Subscription in whole or in part immediately by written notice to you if:

(i) you are in breach of any term of these Terms or any part of a Subscription; or

(ii) you become subject to any form of insolvency or bankruptcy administration.

(b) Upon termination of these Terms by us, the Subscription Fees already paid will be non-refundable, and you must promptly pay:

(i) the remainder of the Subscription Fees applicable for the Subscription Period as if the agreement had not been terminated;

(ii) our expenses to date; and

(iii) any payments required by our suppliers to discontinue their work.

11.3 TERMINATION BY CLIENT

You may terminate these Terms if:

(a) we have committed a material breach of these Terms or a Subscription and have failed to remedy the breach within 30 days' written notice by you; or

(b) we become subject to any form of insolvency or bankruptcy administration.

If you validly terminate in accordance with this clause, no further fees will be payable by you (unless later found that such termination was invalid).

12 NOTICES

(a) A notice or other communication to a party under this agreement must be:

(i) in writing and in English; and

(ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (Email Address). The parties may update their Email Address by notice to the other party.

(b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:

(i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or

(ii) when replied to by the other party,

whichever is earlier.

13 FORCE MAJEURE

(a) We will not be liable for any delay or failure to perform its obligations under this agreement if such delay or failure arises out of a Force Majeure Event.

(b) If a Force Majeure Event occurs, we must use reasonable endeavours to notify the Customer of:

(i) reasonable details of the Force Majeure Event; and

(ii) so far as is known, the probable extent to which We will be unable to perform or be delayed in performing its obligations under this agreement.

(c) Subject to compliance with clause 13(b), our relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.

(d) For the purposes of this agreement, a 'Force Majeure Event' means any:

(i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;

(ii) strikes or other industrial action outside of the control of us; or

(iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or

(iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of us, to the extent it affects our ability to perform our obligations.

14 GENERAL

14.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

14.2 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

14.3 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

14.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

14.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

14.6 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

14.7 INTERPRETATION

(a) (**singular and plural**) words in the singular include the plural (and vice versa);

(b) (**currency**) a reference to $; or “dollar” is to Australian currency;

(c) (**gender**) words indicating a gender include the corresponding words of any other gender;

(d) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(e) (**person**) a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

(f) (**party**) a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(g) (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;

(h) (**document**) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;

(i) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;

(j) (**includes**) the word “includes” and similar words in any form is not a word of limitation; and

(k) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

DEFINITIONS

Term	Definition
Client Data	means any documents or materials supplied by you to us under or in connection with these Terms or a Subscription, including any Intellectual Property Rights attaching to those materials.
Confidential Information	means information of or provided by a party that is by its nature is confidential information, is designated by that party as confidential, or that the other party knows or ought to know is confidential, but does not include information, which is or becomes, without a breach of confidentiality, public knowledge.
Documentation	means all manuals, help files and other documents supplied by us to you relating to the Member Portal, whether in electronic or hardcopy form.
Hosted Services	has the meaning given in clause 1.3.
Intellectual Property Rights	means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.
Personnel	means, in respect of a party, its officers, employees, contractors (including subcontractors) and agents.
Member Portal	has the meaning given in the first paragraph of these Terms and includes the Member Portal, Hosted Services, and Support Services (and any other services to be provided to you under these Terms).
Member Portal Content	means all materials owned or licensed by us in connection with the Member Portal and any Intellectual Property Rights attaching to those materials.
Subscription	has meaning given in the first paragraph of these Terms, and includes the limitations set out in the first paragraph of these Terms.
Subscription Fees	has the meaning set out in clause 2(a) of these Terms.
Subscription Period	means the period of your Subscription to the Member Portal as agreed on the Website.
Support Services	has the meaning given in clause 1.4.
User	means end users of the Member Portal, on the website or any other platform, and any other third party granted access to the Member Portal.
User Data	means files, data, materials or any other information, which is uploaded to the Member Portal by you or a User, including any Intellectual Property Rights attaching to those materials.

Term	Definition
Website	means the website at the URL set out in the first paragraph of these Terms, and any other site operated by us in connection with the Member Portal.

CHANGE MANAGEMENT INSTITUTE

COOKIES POLICY

1 INTRODUCTION

(a) This Cookies Policy applies between you and us, Change Management Institute Incorporated ABN 34 656 853 424, operating as Change Management Institute ("**we**", "**us**", or "**our**").

(b) This Cookies Policy applies when you use our website, accessible at https://www.change-management-institute.com/ ("**Website**"), and describes the types of cookies we use on our Website, how we use them, and how you can control them.

(c) A cookie is a small file that's stored on your computer or device when you visit a website that uses cookies. We may use several different cookies on our Website, for the purposes of website functionality, performance, advertising, and social media or content cookies. Cookies enhance your experience on our Website, as it allows us to recognise you, remember your details and preferences (for example, your log-in details for the membership portal), and provide us with information on when you've visited and how you've interacted with our Website.

2 TYPES OF COOKIES WE USE

The below table sets out the type of cookies we may collect on our Website.

Strictly Necessary Cookies	Certain cookies we use are essential for the proper functioning of our Website, without which our Website won't work or certain features won't be accessible to you. For example, we may need to remember data you've inputted from one page to the next in a single session.
Performance Cookies	Performance cookies collect information about your use of the Website to help enhance the services we provide to you. We collect information about how you interact with the Website, including the pages you visit and the frequency of your visits. This information helps us identify patterns of usage on the site, collect analytics data, identify issues you may have had on the Website, make changes to enhance your browsing experience, and analyse if our marketing is effective and relevant to you.
Functional Cookies	We use functional cookies to improve your experience on our Website and make things more convenient for you. These cookies personalise your experience on our Website based on your preferences, by remembering your details such as your login details or region. Security cookies are a type of functional cookie, which assist with website and user account security. Load balancing session cookies are used for the duration of the session to distribute user requests

	across multiple servers to optimize website speed and capacity. We may also use user interface customization persistent cookies to store a user's preferred version of our Website, such as font and language preferences.
Advertising cookies	Advertising cookies are used on our Website to provide you with targeted marketing materials in accordance with your interests and preferences. These cookies remember that you visited our Website, and we may provide this information to third-parties. These cookies usually cannot personally identify you, so your anonymity is typically secured. These cookies ensure that advertisements displayed to you are things that may be of interest to you.
Content cookies	Content cookies are placed by many social media plugins (like plugins that allow you to share content on Facebook), and other tools to enhance the content displayed on a website (for example, services that allow the playing of video files). We integrate these plugins into our Website to improve usability and customer experience. Some of these third-party services may place cookies that are also used for the purposes of behavioural advertising or market analysis.

3 HOW LONG WILL COOKIES REMAIN ON MY DEVICE?

The amount of time that a cookie remains on your computer or device depends on the type of cookie – cookies are either "persistent" or "session" cookies. Persistent cookies last until they expire or are deleted, so they may remain on your device for as little as 10 minutes to several years. Session cookies last until you stop browsing, so just for the relevant session.

4 HOW DO THIRD PARTIES USE COOKIES ON THIS WEBSITE?

We may use third party analytics cookies to collect information about your interaction with our Website. We also may use Google Analytics and other third-party analytics providers to help process data. To find out more, see How Google uses data when you use our partners' sites or apps.

5 HOW DO I CONTROL COOKIES?

(a) Usually, you can control and manage cookies through your browser. You can control whether or not your browser accepts cookies, how to filter and manage cookies, and how to delete cookies at the end of a session.

(b) If you remove or block cookies, this may negatively impact your experience of our Website and you may not be able to access all parts of our Website.

(c) Many third party advertising services allow you to opt out of their tracking systems, by giving you the opportunity to opt out by way of a pop-up before downloading cookies to your device.

6 UPDATES TO THIS POLICY

We may update this Cookies Policy from time to time. When we make changes, we'll update the "Last updated" date at the top of the Cookies Policy and post it on our sites. We encourage you to check back periodically to review this Cookies Policy to ensure that you are aware of our current Cookies Policy.