

PROJECT EVEREST VENTURES

VIRTUAL IMPACT PROGRAM AGREEMENT

SCHEDULE

TERM	MEANING
Offer Email	Offer Email means the email we send to you offering you a place in the Program, subject to the terms of this Agreement.
Program	Program means our Virtual Impact Program and includes the following: <ul style="list-style-type: none"> access to the Platform during the Program Period and the Content on the Platform; timetabled virtual events, such as virtual workshops; assessments to be completed by you; and access to a Project Everest mentor at pre-scheduled times for a minimum of 1 hour per week (via phone or video call).
Program Start Date	Program Start Date means the date the Program commences, as set out in your Offer Email.
Program End Date	Program End Date means the date the Program ends, as set out in your Offer Email.
Program Period	Program Period means the period between the Program Start Date and the Program End Date.
Deposit	Deposit means the deposit which forms part of the Fees, as set out in your Offer Email and which you must pay to us in accordance with the Payment Terms.
Fees	Fees means the fees payable by you to us in consideration for the Program. It includes the Deposit and is as set out in your Offer Email. You must pay us the Fees in accordance with the Payment Terms.
Payment Terms	We will invoice you for: <ul style="list-style-type: none"> the Deposit for the Program within a reasonable period of the Commencement Date of this Agreement and you must pay the Deposit in full, using the payment method set out in the invoice, within 1 day of the date in our invoice (or as otherwise agreed between the Parties); and the remaining Fees for the Program in the amounts and by the dates as set out in your Offer Email and you must pay the amount in the invoice, using the payment method set out in the invoice, within 30 days of the date of the invoice (or as otherwise agreed between the Parties).
Project Everest	Name: XYZ For Good Pty Ltd (ABN 81 608 075 672) trading as Project Everest Ventures Email: hello@projecteverest.ventures Address: G/233 Bulwara Road Ultimo 2007 NSW

TERMS AND CONDITIONS

- A. This Agreement is entered into between XYZ For Good Pty Ltd (ABN 81 608 075 672) trading as Project Everest Ventures (**we, us or our**) and you, the individual described in the Offer Email (**you or your**), together the **Parties** and each a **Party**.
- B. This Agreement forms the agreement under which we agree to provide you the Program. Please read this Agreement carefully. If you have any questions, please contact us using the contact details in the Schedule, before accepting this Agreement.

1. Term

- 1.1 This Agreement will commence on the Commencement Date and will continue until the Program End Date, unless earlier terminated in accordance with its terms (**Term**).

- 1.2 You may not cancel this Agreement after the Commencement Date, except as set out in clause 10 (termination).

2. The Program

Our obligations

- 2.1 In consideration of your payment of the Fees, and subject to your compliance with the terms of this Agreement, we will provide the Program (including the Platform and the Content) in accordance with this Agreement, whether ourselves or through our Personnel.
- 2.2 We warrant and agree that, we will use reasonable effort to ensure all of our obligations under this Agreement will be carried out:

- (a) by suitably competent and trained Personnel; and
 - (b) in an efficient and professional manner.
- 2.3 If you satisfactorily complete all of the requirements of the Program (as determined by us, acting reasonably), including the minimum attendance requirements and the assessment requirements we will issue to you a completion certificate with the title 'Foundational Certificate in Social Impact Consulting'.

Your obligations

- 2.4 You agree:
- (a) to comply with this Agreement and all of our reasonable requests or requirements (including the Platform Licence and the Content Licence);
 - (b) to obtain, and provide to us, all things reasonably necessary to enable us to provide the Program to you;
 - (c) to comply with our policies, standards and instructions for participants of the Program, provided to you from time to time (**Code of Conduct**);
 - (d) that we have the right to enforce our Code of Conduct;
 - (e) you have not relied on any representations or warranties made by us in relation to the Program (including as to whether the Program is or will be fit or suitable for your particular purposes), unless expressly stipulated in this Agreement;
 - (f) you will inform us if you have reasonable concerns relating to our provision of the Program under this Agreement, with the aim that the Parties will use all reasonable efforts to resolve your concerns;
 - (g) the Program is provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, the Program (including the Platform and Content) to third parties without our prior written consent; and
 - (h) you have all the hardware, software, licences and services which are necessary to access and participate in the Program, including any required operating systems as set out on the Site or in the Offer Email.

The Program is not an internship

- 2.5 You represent, warrant and agree that:
- (a) you will not be remunerated for your participation in the Program;
 - (b) you have chosen to participate in the Program voluntarily and of your own free will;
 - (c) the Program is not a internship and is not guaranteed to fulfill any requirements imposed by any educational institution; and
 - (d) and you are not required to participate in this Program as a condition of receiving a qualification from any education institution (including a university), whether or not you may be receiving academic credit as a result of participating in the Program.

Third Party Inputs

- 2.6 You agree that the provision of the Program may be contingent on, or impacted by, Third Party Inputs.

- 2.7 You agree that the Program may include Third Party Inputs that may interface, or interoperate with, the Program, including third party software or services (for example, Practera provided by Intersective Pty Ltd (**Practera**), the Platform provider and Zoom Inc. for video calls).
- 2.8 With the exception of Practera, to the extent that you use such Third Party Inputs, you are responsible for:
- (a) the purchase of;
 - (b) the requirements; and
 - (c) the licensing obligations (including any terms and conditions),
- related to the applicable Third Party Input, including third party software and services.
- 2.9 In relation to Practera, we agree to obtain and maintain (at no additional cost to you) the required licence for access and use, for the purposes of your use and enjoyment of the Services, provided that you comply with:
- (a) the terms and conditions relating to such licences; and
 - (b) our instructions and directions.
- 2.10 You agree that the benefit of any Third Party Input is subject to your compliance with clause 2.8 and 2.9.

3. The Platform

Account

- 3.1 We will create an account for you, in order for you to access and use the Platform (**Account**), in accordance with the Platform Licence in clause 3.4.
- 3.2 You are responsible for:
- (a) keeping your Account details confidential;
 - (b) ensuring that any information you provide to us, or we request from you, for your Account, is complete and accurate and you are authorised to provide this information to us; and
 - (c) all activity on your Account.
- 3.3 You are the Account owner and regardless of any change in any contact details, you will remain responsible for your Account, as set out in this Agreement.

Platform Licence and restrictions on use

- 3.4 Subject to the payment of any applicable Fees and your compliance with the terms of this Agreement, we grant you a non-exclusive and revocable right to access and use the Platform for the Program Period, for your use and enjoyment of the the Program as contemplated by this Agreement (**Platform Licence**).
- 3.5 You must not access or use the Platform except as permitted by the Platform Licence and you must not (and must not permit any other person to) use the Platform in any way which is in breach of any applicable Laws or which infringes any person's rights, including Intellectual Property Rights, including to:
- (a) use the Platform to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted;
 - (b) use the Platform in any way that damages, interferes with or interrupts the supply of the Platform;

- (c) introduce malicious programs into our hardware and software or Systems, including viruses, malware worms, trojan horses and e-mail bombs;
- (d) carry out security breaches or disruptions of a network, including accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);
- (e) use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the Platform;
- (f) if applicable, send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages, or use the Platform in breach of any person's privacy (such as by way of identity theft or "phishing"); or
- (g) circumvent user authentication or security of any of the Platform, networks, accounts or hosts or those of our other users.

Support

3.6 During the Program Period, we will provide you technical support services via our Third Party Input Practera, via email and/or the support desk, and subject to Practera's terms and conditions. You agree that where required, you will assist us/Practera in investigating and ascertaining the cause of the fault and provide us/Practera with access to all necessary information relevant to the fault (including what you have done in relation to the fault).

4. Payment

- 4.1 You agree to pay us the Fees (including the Deposit), and any other amounts payable to us under this Agreement, in accordance with the Payment Terms.
- 4.2 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):
 - (a) immediately cease or suspend the provision of the Program. Where we cease the provision of the Program, we may offer your position on the Program to another applicant. If we exercise this right your position will be deemed forfeited and you acknowledge that such failure is a breach of this Agreement which is incapable of remedy and we have no Liability to you arising from such forfeiture; and
 - (b) engage debt collection services and/or commence legal proceedings in relation to any such amounts.

4.3 To the maximum extent permitted by law, there will be no refunds or credits for any Deposit.

5. Privacy

Collection Statement

- 5.1 We collect Personal Information about you in order to allow us to provide the Program to you, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- 5.2 We may disclose that information to third party service providers who help us deliver our Program (including learning management providers (currently Practera), data

storage providers, web-hosting and server providers, professional advisors and our business partners) or as required by law. In certain circumstances, we may disclose your Personal Information to third parties located, or who store data, outside Australia.

- 5.3 Our Privacy Policy contains further information about: (i) how we store and use your Personal Information; (ii) how you can access and seek correction of your Personal Information; (iii) how you can make a privacy-related complaint; and (iv) our complaint handling process.
- 5.4 By providing Personal Information to us, you understand:
 - (a) we will collect, hold, use and disclose your Personal Information in accordance with our Privacy Policy; and
 - (b) you do not have to provide Personal Information to us, but if you do not provide Personal Information to us this may affect your ability to participate in the Program.

6. Intellectual Property Rights

Your Data

- 6.1 You grant us a limited licence to copy, transmit, store and back-up or otherwise access Your Data during the Term and for a reasonable period after the Term to:
 - (a) supply the Program (including for back-ups) to you;
 - (b) investigate problems with the Program;
 - (c) develop other programs and services, provided we de-identify Your Data;
 - (d) enhance and otherwise modify the Program, and
 - (e) as reasonably required to perform our obligations under this Agreement.
- 6.2 You represent and warrant that:
 - (a) you have obtained all necessary rights, releases and permissions to provide your Your Data to us and to grant the rights granted to us in this Agreement; and
 - (b) Your Data (and its transfer to and use by us as authorised by you) under this Agreement does not violate any Laws or rights of any third party, including any Intellectual Property Rights, rights of privacy, or rights of publicity.
- 6.3 We assume no responsibility or Liability for Your Data. You are solely responsible for Your Data and the consequences of using, disclosing, storing or transmitting it. It is your responsibility to back up Your Data.

Our Intellectual Property

- 6.4 You agree that all Intellectual Property Rights:
 - (a) in the Program, including the Platform and the Content;
 - (b) in the Intellectual Property developed, adapted, modified or created by us, or our Personnel (including in connection with this Agreement, the Platform, the Content and any machine learning algorithms output from the Platform); and
 - (c) Feedback,
 will at all times vest, or remain vested, in us (or, if applicable, our third party service providers). To the extent that ownership of the Intellectual Property Rights do not

automatically vest in us, you agree to do all acts necessary or desirable to assure our title to such rights.

- 6.5 You agree that we may use Feedback in any manner which we see fit (including to develop new features) and no benefit will be due to you as a result of any use by us of any Feedback.

Content Licence

- 6.6 We grant you a non-exclusive, worldwide, revocable, non-sublicensable and non-transferable licence, for the Program Period, to access, download, display, modify and distribute the Content to other current Program participants and to your educational institution, as required, solely for the purpose of participating in the Program (**Content Licence**). You must not use our Content for your own commercial gain.
- 6.7 Other than as expressly permitted in this Agreement, you must not, whether directly or indirectly, without our prior written consent:
- (a) copy or use, in whole or in part, any of our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property to any third party;
 - (c) reverse assemble, reverse engineer, reverse compile or enhance the Platform;
 - (d) attempt to discover the source code or object code or underlying structures, ideas, know how or algorithms in relation to the Platform, the data or documentation;
 - (e) breach any Intellectual Property Rights connected with the Program, including altering or modifying any of our Intellectual Property;
 - (f) cause any of our Intellectual Property to be framed or embedded in another website; or create derivative works from any of our Intellectual Property;
 - (g) resell, assign, lease, hire, sub-license, transfer, distribute or make available the Program to third parties;
 - (h) "frame", "mirror" or serve any of the Program on any web server or other computer server over the Internet or any other network; and
 - (i) alter, remove or tamper with any trademarks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the Program.
- 6.8 This clause 6 will survive the termination or expiry of this Agreement.

7. Analytics

- 7.1 Despite anything to the contrary, we may monitor, analyse and compile statistical and performance information based on and/or related to your participation in the Program, including your use of the Platform, in an aggregated and anonymised format (**Analytics**). You agree that we may make such Analytics publicly available, provided that it:
- (a) does not contain identifying information; and
 - (b) is not compiled using a sample size small enough to make Your Data identifiable.

- 7.2 We, and our licensors own all rights, title and interest in and to the Analytics and all related software, technology, documentation and content used or provided in connection with the Analytics, including all Intellectual Property Rights in the foregoing.

8. Australian Consumer Law

- 8.1 Certain legislation, including the ACL, and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of our services which cannot be excluded, restricted or modified (**Statutory Rights**).
- 8.2 If the ACL applies to you as a consumer, nothing in this Agreement excludes your Statutory Rights as a consumer under the ACL. You agree that our Liability for the Platform provided to an entity defined as a consumer under the ACL is governed solely by the ACL and this Agreement.
- 8.3 Subject to your Statutory Rights, we exclude all express and implied warranties, and all material, work and services (including the Program) are provided to you without warranties of any kind, either express or implied, whether in statute, at Law or any other basis.
- 8.4 This clause 8 will survive termination or expiry of this Agreement.

9. Liability

Limitations on Liability

- 9.1 Despite anything to the contrary, to the maximum extent permitted by law:
- (a) neither Party will be liable for any Consequential Loss;
 - (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party, including any failure to mitigate that Liability; and
 - (c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us resupplying the Program to you or, in our sole discretion, to us repaying you the amount of the Fees paid by you to us in respect of the supply of the relevant Program to which the Liability relates.

Exclusions to Liability

- 9.2 Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability, caused or contributed to by, arising from or connected with:
- (a) loss of, or damage to, any property or any injury to or loss to any person in connection with your acts or omissions;
 - (b) the Computing Environment;
 - (c) your breach of any provision of this Agreement;
 - (d) any use or application of the Program (including the Platform and Content) by a person or entity other than you, or other than as reasonably contemplated by this Agreement;
 - (e) any work, services, goods, materials or items which do not form part of the Program (as expressed in this Agreement), or which have not been provided by us;
 - (f) any Third Party Inputs;

- (g) the Program being unavailable, or any delay in us providing the Program to you, for whatever reason; and/or
- (h) any event outside of our reasonable control, including any Force Majeure Event.

9.3 You acknowledge and agree that:

- (a) you use the Platform and Content and any associated programs and files at your own risk;
- (b) the technical processing and transmission of the Platform, including Your Data, may be transferred unencrypted and involve:
 - (1) transmissions over various networks; and
 - (2) changes to conform and adapt to technical requirements of connecting networks or devices;
- (c) the Program may use third party products, facilities or services. We do not make any warranty or representation in respect of the third party products, facilities or services;
- (d) we do not guarantee that any file or program available for download and/or execution from or via the Platform is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used; and
- (e) we are not responsible for the integrity or existence of any data on the Computing Environment, network or any device controlled by you.

Indemnity

9.4 You agree to indemnify us for all Liabilities arising directly or indirectly, as a result or as a consequence of:

- (a) your use of the Services (other than claims alleging infringement on third party Intellectual Property Rights by the Services); or
- (b) Your Data infringing the Intellectual Property Rights or other rights of any third party

9.5 This clause 9 will survive termination or expiry of this Agreement.

10. Termination

General termination rights

10.1 This Agreement will terminate immediately upon written notice by:

- (a) us, if:
 - (1) you fail to pay any part of the Fees in accordance with the Payment Terms;
 - (2) you breach any provision of this Agreement and that breach has not been remedied within 10 Business Days of being notified by us;
 - (3) for any other reason outside our control which has the effect of compromising our ability to provide the Program;
- (b) you, if we:
 - (1) are in breach of a material term of this Agreement, and that breach has not been remedied within 15 Business Days of being notified by you;

(2) are unable to pay our debts as they fall due; or

- (c) you, if you can prove to us that your termination is due to circumstances beyond your reasonable control and we agree with you (acting reasonably).

Your withdrawal and the termination fees

10.2 If you withdraw from the Program prior to the Program End Date, you must notify us immediately in writing. Withdrawal will result in termination of this Agreement, but termination is only effective once such notice has been received by us.

10.3 To the maximum extent permitted by law, the following termination fees will be a debt due and immediately payable by you as a result of your withdrawal from the Program and early termination of this Agreement. If you withdraw in accordance with clause 10.2:

- (a) more than 30 days before the Program Start Date – our termination fee is the Deposit;
- (b) less than 30 days but more than 14 days before the Program Start Date – our termination fee is the Deposit and 50% of the remaining Fees (being the Fees minus the Deposit); and
- (c) less than 14 days before the Program Start Date – our termination fee is 100% of the Fees (including the Deposit).

10.4 You acknowledge and agree that the termination fees set out in clause 10.3 are a genuine pre-estimate of our loss as a result of your withdrawal from the Program and early termination.

After expiry or termination

10.5 Upon expiry or termination of this Agreement:

- (a) we will immediately cease providing the Program;
- (b) pursuant to clause 10.2, you agree to pay the applicable termination fee as set out in clause 10.3;
- (c) pursuant to clause 10.1(b), you agree to pay for any parts of the Program provided prior to termination, including any part of the Program which has been provided and has not yet been invoiced to you, and all other amounts due and payable under this Agreement;
- (d) pursuant to clauses 10.1(a) or 10.1(c), you are to pay for any parts of the Program provided prior to termination, including any part of the Program which has been provided and has not yet been invoiced to you, any third party expenses reasonably incurred by us up to the date of termination, and all other amounts due and payable under this Agreement;
- (e) we will be entitled to permanently delete all of Your Data; and
- (f) you agree to immediately return (where possible) or delete or destroy (where not possible to return), any of our property (including any of our Intellectual Property).

10.6 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.

10.7 This clause 10 will survive the termination or expiry of this Agreement.

11. General

- 11.1 **GST:** If GST is payable on any supply made under this Agreement, the recipient of the supply must pay an amount equal to the GST payable on the supply. That amount must be paid at the same time that the consideration is to be provided under this Agreement and must be paid in addition to the consideration expressed elsewhere in this Agreement, unless it is expressed to be inclusive of GST. The recipient is not required to pay any GST until the supplier issues a tax invoice for the supply.
- 11.2 **Access:** The Program may be accessed in Australia and overseas. We make no representation that the Program comply with the Laws (including Intellectual Property Laws) of any country outside of Australia. If you access the Program from outside Australia, you do so at your own risk and you are responsible for complying with the Laws in the place you access the Program.
- 11.3 **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under this Agreement if such delay is due to any circumstance beyond our reasonable control (including but not limited to fire, flood, earthquake, war, civil unrest, epidemics, pandemics, and Government sanctioned restrictions and orders (including any delay or disruption caused or contributed to by COVID-19), whether known or unknown at the time of entering into this Agreement (**Force Majeure Event**).
- 11.4 **Amendment:** This Agreement may only be amended by a written instrument executed by the Parties.
- 11.5 **Assignment:** A Party must not assign or deal with the whole or any of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 11.6 **Counterparts:** This Agreement may be executed in any number of counterparts that together will form one instrument.
- 11.7 **Dispute:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 11.8 **Email:** You agree that we are able to send electronic mail to you and receive electronic mail from you. You release us from any Liability you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 11.9 **Entire agreement:** This Agreement contains the entire understanding between the Parties, and supersedes all

previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

- 11.10 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and their obligations under it.
- 11.11 **Governing law:** This Agreement is governed by the laws of New South Wales, Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 11.12 **Notices:** Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 3 Business Days in the case of post, or at the time of transmission in the case of transmission by email.
- 11.13 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 11.14 **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions.

12. Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in this Agreement, the Schedule, and:

ACL or Australian Consumer Law means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time;

Agreement means these terms and conditions, all schedules (including the Schedule), annexures and attachments included, or referred to, in this agreement (including your Offer Email);

Business Day means a day on which banks are open for general bank business in New South Wales, excluding Saturdays, Sundays and public holidays;

Commencement Date means the date this Agreement is executed by the last Party;

Computing Environment means your computing environment including all hardware, software, information technology and telecommunications services and Systems;

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise;

Content means any content we make accessible to you as part of the Program, including via the Platform, such as

written content, video content, quizzes, assessment outlines, podcasts and similar;

Content Licence has the meaning given in clause 6.6;

Feedback means any idea, suggestion, recommendation or request by you, whether made verbally, in writing, directly or indirectly, in connection with the Program;

Force Majeure Event has the meaning given in clause 11.3;

Intellectual Property means any copyright, registered and unregistered trade marks, designs (whether or not registered or registrable), domain names, know-how, inventions, processes, trade secrets or confidential information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing;

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any person with the authority to bind the relevant Party in connection with this Agreement or the provision of the Program, and includes the *Privacy Act 1988* (Cth) and the *Spam Act 2003* (Cth);

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise;

Personal Information has the meaning given in the *Privacy Act 1988* (Cth);

Personnel means, in respect of us, any of our employees, consultants, suppliers, subcontractors or agents;

Platform means the Software as a service which you will access as part of the Program;

Platform Licence has the meaning given in clause 3.4;

Privacy Policy means the privacy policy set out on our Site;

Schedule means the schedule attached to these terms and conditions;

Site means our website located at <https://www.projecteverest.ventures/>, and as may be available through other addresses and channels;

Software means the third party software used to provide the Platform, and includes any instructions in hard copy or electronic form and any update, modification or release of any part of that software after this Agreement is entered into by the Parties;

System means all hardware, software, networks and other IT systems used by a Party from time to time, including a network;

Third Party Inputs means third parties or any goods and services provided by third parties, including customers, end users, suppliers, service providers or other subcontractors which the provision of the Program may be contingent on, or impacted by; and

Your Data means the information, materials, documents, qualifications and other Intellectual Property or data provided by you or created by you before or during the Program Period (excluding any parts which are our Intellectual Property), or inputted by you into the Platform or generated by the Platform as a result of your participation in the Program, including your use of the Platform.

EXECUTION

EXECUTED for and on behalf of **XYZ For Good Pty Ltd (ABN 81 608 075 672) trading as Project Everest Ventures** by a duly authorised representative:

Signature

Name

Date

EXECUTED by **[insert student's name]**:

Signature

Name

Date