

TERMS AND CONDITIONS FOR ACON'S PRIDE INCLUSION PROGRAMS

INCORPORATING PRIDE IN DIVERSITY, PRIDE IN SPORT AND PRIDE IN HEALTH + WELLBEING

Membership Benefits

Details of all membership benefits are provided at the time of accepting the membership and can be found online at the corresponding program's website

(www.prideindiversity.com.au, www.prideinsport.com.au, www.prideinhealth.com.au) under Membership menu options.

ACON's Pride Inclusion Programs agree to supply membership entitlements for the duration identified on your invoice providing payment has been received by the due date and in advance of your membership year.

There is no refund of any membership fees should you cancel your membership at any stage during your membership year.

Changes to membership fees will only be made at the time of annual renewal of your membership. Should membership fees change at the time of membership renewal, you will be notified and given the option to remain within, or change your membership tier (if applicable).

ACON's Pride Inclusion Programs agrees to reduce additional training/consulting rates by approximately 25% for members, providing the membership is financial at the time of purchase.

New Memberships

New memberships are invoiced on confirmation of membership request. New memberships (normally paid in advance) can be effective immediately with an agreed payment terms of 14 days.

Where payment terms sit outside of the company minimum payment terms, this must be communicated on joining the program and agreement as to an alternative payment date (not exceeding 30 days).

Exceptions to this will be made where supplier engagement forms need to be completed and returned to the member. In this instance, payment will be required within 14 days of the returned agreement and membership benefits will start on acceptance by yourself of these forms.

Membership Renewals

We will seek confirmation of intent to renew 4-6 weeks prior to membership expiration, before issuing an invoice for membership renewal. Once invoices, payment needs to be made within 14 days of receipt of invoice, unless prior arrangement has been made in order to align with member

payment terms (not exceeding 30 days) or the start of the new membership period.

Sponsorships

Details of sponsorship benefits are provided at the time of acquiring sponsorship and can be obtained at any time by calling (02) 9206 2139 or emailing info@prideindiversity.com.au. Realisation of sponsorship benefits including advertising and promotion as a sponsor will not be effective until payment has been received. If payment is not received within 30 days of the sponsored event and no prior arrangement for payment has been made, we reserve the right to offer the sponsorship to other members.

Sponsorships unpaid at the time of the event are considered unfinancial and therefore terminated.

Non Payment of Invoices

If any invoice remains unpaid 60 days after the due date, the member will be deemed unfinancial and further action may be taken to recover funds. We reserve the right to add recovery fees on to the total amount due should recovery services be engaged.

Access to any member or sponsorship entitlements will cease at this point. If we are unable to locate you, we may notify you of cancellation of your membership in writing to your last recorded registered address or email address as deemed appropriate.

Once deemed unfinancial:

- Your membership services will be suspended until payment in full has been received
- Listings on member sites, including inclusive employers or other program related sites will be removed until receipt of payment in full.
- Access to the members only area of the website or any video channels will be suspended until receipt of payment in full
- Any pre-booked training and/or events relating to membership will be cancelled and will need to be re-scheduled once payment has been received in full
- Sponsorships unpaid will be forfeited

- You may be asked to pay future memberships in advance before membership is activated for subsequent years

ACON's Pride Inclusion Programs will not reimburse any portion of a suspended membership, or extend a current membership as a result of a suspension period.

Accounts / Membership point of contact

Members are to provide ACON's Pride Inclusion Programs with a primary contact for payment of invoices. This may be the membership contact or a member of your accounts team. Should this contact change, we require notification of your new account payment contact along with telephone and email details.

Payment of supplemental, specialist or tailored services

Supplemental, specialist and tailored services or products are also available on a fee for service basis, at special rates for members. Such products may include but are not limited to:

- Seminars, Workshops and Conferences
- Training Courses
- Consulting Hours
- Representation and Mediation
- Speaking Engagements
- Inclusion Merchandise

Payment for supplemental, specialist and/or customized services over and above membership fees will be invoiced for payment within 14 days. If payment is not received for additional services by the due date and exceeds 30 days without prior arrangement, members run the risk of suspension of all membership benefits until paid in full.

Payment of Travel Expenses

Where services are provided outside of scheduled state or regional visits and require travel reimbursement, full receipt details will be provided to member organisations for payment within the standard Terms of Trade (14 days). For members who have discounted travel and accommodation rates negotiated with suppliers we are happy for arrangements to be made and paid for directly for the service provider. Travel expenses typically include:

- Airfares
- Accommodation

- Taxis/Uber to and from the airport to the place of service
- Meal allowances as per public sector per diems

Travel expenses will be agreed to in advance to the delivery of training to ensure that best utilization of member discounts are afforded.

Cancellation of training / consulting services

We require a minimum of 10 working days' notice be given for any training and/or consulting work cancellations. Where travel expenses have been incurred, in the event that these cannot be refunded, the member organization will also be liable for these costs and invoiced accordingly.

Should you need to cancel within this timeframe, please consider alternative uses (such as consultation time) for your booked time in order to avoid any cancellation penalties:

- Cancellations made more than 10 business days prior to training/consultation will not incur a penalty
- Cancellations made between 5-10 working days prior to training/consultation will incur a 50% penalty of training hours utilization or 50% of agreed fee for service
- Cancellations made less than 5 business days prior to training/consultation will forfeit 100% of hours or agreed fee.

All training will be confirmed at least two weeks in advance. In the case of extenuating circumstances, please contact your Relationship Manager directly.

Disclaimer

To the extent permitted by law, ACON's Pride Inclusion Programs excludes all liability including that arising by virtue of any implied conditions or warranties in relation to our services and to the extent that such liability cannot be lawfully excluded under state laws and the Commonwealth of Australia:

- to the fullest extent permitted by law, we will not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on our advice, whether the loss or damage arises in connection with our negligence, default or lack of care, any misrepresentation or any other cause; and
- our liability is limited to providing you with the services as listed in these Terms & Conditions

Privacy statement

At ACON's Pride Inclusion Programs we recognize the importance of your privacy. We abide by the Australian Privacy Principles and comply with the requirements of the Privacy Act 1988. Our policy for the management of personal information is set out in this document. From time to time, we may collect information about you such as your name, company, address, phone number, email, address, age, gender, and information regarding products and services you inquire about or purchase from us. We may collect this information when you give it to us directly or when you use our products and services or visit our websites.

Use and Disclosure

We may only use this information for purposes related to the reason you gave us the information. ACON does not, under any circumstances, release its client or customer information to other organisations. We will only use or disclose your personal information for a purpose other than the primary purpose for which it was collected if:

- the secondary purpose of collection is related to the primary purpose and you would reasonably expect us to use or disclose information for that secondary purpose;
- You have given permission for its use or disclosure;
- the use or disclosure of the information is required or authorised by or under an Australian law or a court/tribunal order; or
- we reasonably believe that the use or disclosure of the information is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body

We will take reasonable steps to ensure that all information we collect or use is accurate, complete, and up to date and is accessed only by authorized personnel for permitted purposes.

To access or modify personal or company information which

we hold about you or request its removal from our records please call on (02) 92062139 or email info@prideindiversity.com.au

Intellectual Property & Copyright

Intellectual Property includes but is not limited to any and all publications, reference resources, training content and documentation, videos, data, and member resources provided to you as part of your membership. All such material constitutes Member Resources.

You acknowledge and agree that all Intellectual Property Rights of whatever nature in the Member Resources, as at the date of accepting these Terms & Conditions and as modified and updated from time to time, are and will at all times remain our property. Nothing in these Terms & Conditions should be construed as transferring any such Intellectual Property Rights and aspects of such rights to you or any Third Party.

You will immediately notify us if you become aware that the Member Resources may infringe the Intellectual Property Rights of a Third Party.

You must not remove or modify any copyright notice on the Member Resources nor register any copyright based on the Member Resources.

Your rights to use the Member Resources are limited to those expressly granted in these Terms & Conditions, and specific Agreements associated with specific Member Resources. No other rights are implied with respect to the Member Resources or any related Intellectual Property Rights. You are not authorised to use (and must not permit your employees or any Third Party to use) the Member Resources except as expressly authorised by these Terms & Conditions or specific Agreements. We reserve all rights not expressly granted to you.

You must not use any of our trade marks, nor register in any country any trade mark, or any mark confusingly similar to our trade mark, whether along or in combination with the trade mark.