



Where talent meets potential.

Steam Capital Terms of Use

Steam Capital Pty Ltd (ABN 82 625 827 205) and its related or affiliated entities (“**We**”, “**Our**” or “**Us**”) operates the following websites:

- www.steamcapital.com.au; and
- apacbusinessleaders.com

(together the “**Website**”).

Access to and use of the Website and use of any of the services offered by us (**Services**) is subject to the following terms.

By using the Website and the Services, you are agreeing to these terms and our Privacy Policy (available on the Website), as may be updated by us from time to time (**Terms of Use**). If you do not agree with the Terms of Use, you must not use or access the Website or use our Services.

PART A: Terms of Service

The Services supplied by us are supplied on these Terms of Use and any additional terms and conditions which may be notified to you at the time of placing your order, for example, promotional terms and conditions.

1 Types of Services

The current Services offered by Steam Capital include:

- (a) Career coaching and career development programs;
- (b) Recruitment services; and
- (c) Professional development programs.

(each a “**Program**”)

Steam Capital also operates the APAC Business Leadership Summit (refer section 2 below).

2 APAC Business Leadership Summit

For the specific terms applicable to the APAC Business Leadership Summit please refer to www.apacbusinessleaders.com (**APAC Leadership Summit Terms and Conditions**). The APAC Leadership Summit Terms and Conditions form part of these Terms of Use.

3 Booking our services

Please contact us using our website if you would like further information about our services:
<https://steamcapital.com.au/contact/>

Following an initial consultation with you, a proposal will be provided which will contain information about the relevant Program you are interested in such as the fees associated with the Program, details of the Program to be provided as well as the agreed method of delivery (in person or online) plus any other relevant information (**Proposal**).

The fees quoted in any Proposal are valid for 30 days. Once you have accepted the Proposal, any variations to the Proposal must be agreed by the parties.

4 Price

The price charged for the Program will be the amount set out in the Proposal (unless varied), plus any reasonable disbursements or expenses as agreed between the parties.

We may in our discretion charge a non-refundable deposit to secure the Program. In such circumstances, this will be outlined in the Proposal.

The manner and timing of any fees due and payable to us will be set out in the invoice to you. Unless otherwise specified payment must be made within 7 days of receipt of invoice.

Prices for the Programs are exclusive of GST or other applicable taxes unless otherwise indicated.

5 Rescheduling and Cancellations

If you need to reschedule the Program, please let us know as soon as possible and we will do our best to work with you to reschedule to suitable dates.

We reserve the right to charge a cancellation fee of up to 50% of the total amount payable to us where you do not provide us with at least 14 days' notice of cancellation.

We may in our discretion cancel or reschedule the Program at any time by providing notice to you without incurring any liability. Any money pre-paid by you in these circumstances will be refunded.

6 Intellectual Property - Services

You agree that we own or have the right to use any intellectual property (including copyright, moral rights, registered and/or unregistered design rights, trade marks and/or patents) in everything that we create, provide or disclose in connection with the Services. Nothing in these Terms of Use affects the ownership of any of our pre-existing intellectual property rights.

We agree to grant to the you during a royalty-free, irrevocable licence to any intellectual property rights developed in the course of providing the Services to the extent required for you to use the Services.

You grant to us a royalty free, non-exclusive, non-transferable licence to use your trade marks, brands, logos and copyright works to the extent required to perform the Services.

7 Confidential Information

- (a) Subject to clause 7(b), each party must not, and must take reasonable steps to ensure that its Personnel do not, disclose or use any Confidential Information (defined below), other than for purposes of performing the Services and complying with its obligations under this Agreement.
- (b) A party may only disclose the Confidential Information:
 - (i) to those of its personnel who need to know the Confidential Information for the purposes of providing the Services or complying with the Terms of Use, but only to the extent necessary for that purpose and subject to those personnel providing a written undertaking to comply with the obligations of confidentiality set out in this clause;
 - (ii) to comply with any law or regulation; or
 - (iii) with the other party's prior written consent.
- (c) For the purposes of this clause **Confidential Information** means all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other intellectual property, financial and business information and all other commercially valuable information of a party which we regard as confidential to us and all copies, notes and records and all related information generated by the other party based on or arising out of provision of the Services, but does not include:
 - (i) information which is or becomes in the public domain, unless it came into the public domain by a breach of confidentiality;
 - (ii) information which was already known to the other party; and
 - (iii) information which was obtained lawfully from a third party without any breach of confidentiality.

8 Limitation of Liability - Services

To the maximum extent permitted by law, our liability for any loss sustained by you under in connection with the Services, whether under statute, in contract or in tort, including for negligence or otherwise is limited to an amount equivalent to the amount of the fees payable by you to us.

To the maximum extent permitted by law, we will not be liable for any consequential loss arising out of or in connection with the performance of our obligations in providing the Services to you (whether under statute in contract or in tort, including for negligence or otherwise).

9 Australian Consumer Law

Nothing in these Terms of Use excludes, restricts, modifies or limits your rights and remedies under, or the application of the Australian Consumer Law.

The only conditions, guarantees and warranties which are binding on us in respect of the Services supplied by us are those expressly set out in these Terms of Use or required to be binding by statute; including the applicable provisions of the Australian Consumer Law. To the fullest extent permitted by law

all other terms and conditions, concerning the quality of the Services, information, service, material, advice or recommendation supplied by us to you through the Website or through providing the Services are excluded.

If we breach any term or condition and our liability cannot be lawfully excluded but can be lawfully limited, then to the extent permitted by law and without excluding, restricting, modifying or limiting your rights and remedies under the Australian Consumer Law, our liability for such breach is limited at our election to either: (a) resupplying the Services (or equivalent services) you have purchased in respect of which the claim arises; or (b) paying the amount you paid us for those Services.

PART B: Terms of Use Website

10 Eligibility to use our Website

Our Website is intended for users who are at least 18 years of age and are residing in and using this Website within Australia. If you access our Website from outside Australia, you do so at your own risk and you are responsible for compliance with laws applicable to you accessing our Website from your location.

11 Unavailability of Website

Access to this Website is permitted on a temporary basis. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website for business or operational reasons.

12 Prohibited uses

You may only use this Website for lawful purposes and in accordance with these Terms of Use. You must not misuse this Website. You will not:

- (a) corrupt data;
- (b) cause annoyance to other users;
- (c) transmit or distribute a virus or other disabling features including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage our Website;
- (d) infringe upon the rights of any other person's proprietary rights;
- (e) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- (f) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

13 Linked sites

This Website may contain links to other websites (**Linked Sites**), which are not operated by us. Unless stated, we do not endorse, support or sponsor that Linked Site nor the information, products and content of that Linked Site. You should make your own investigations in relation to the suitability of Linked Sites.

14 User Content

Any material you post, upload, publish, submit or transmit to us on or via the Website will be deemed to be non-confidential and non-proprietary, unless it is indicated to be otherwise. This includes any data, questions, comments, suggestions, ideas or other information. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose without compensation to you.

15 Linking to this website

If you wish to establish a link to this Website you must first seek our approval. If we agree to your proposed link, you must comply with any terms and conditions imposed by us as a condition of such agreement.

16 Intellectual property - Website

The intellectual property rights in all software and content (including images, photography, design, layout, look, appearance and graphics) made available to you on or through this Website remains the property of us or our licensors and is protected by trade mark and copyright laws and treaties around the world. All such rights are reserved by us and our licensors.

You may store, print and display the content supplied solely for your own personal and non-commercial use. You are not permitted to publish or reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise, except with our express written permission.

17 Disclaimer

While we endeavour to take reasonable care in preparing and maintaining the information on the Website, to the maximum extent permitted by law, we make no representation about the accuracy, reliability, adequacy, completeness or timeliness of the content. The content may contain inaccuracies or typographical errors. The content is subject to change at any time without notice and may not be up to date or accurate at the time you view it.

18 Limitation of Liability - Website

We will not, in any event, be liable for damages of any kind, arising out of or in connection with your use, or inability to use, our Website, any Linked Sites, any content on our Website or such other Linked Sites or any services or items obtained through our Website or such other Linked Sites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in these Terms of Use affects any liability which cannot be excluded or limited under applicable law. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by the Australian Consumer Law.

19 Indemnity

To the maximum extent permitted by law, you indemnify us and hold us, our affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable lawyers' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website or any applicable laws.

20 Termination

We may terminate this agreement at any time on notice to you. All disclaimers and limitations of liability will survive termination.

PART C: General

21 Changes to the Terms of Use

We may amend these Terms of Use from time to time. Amendments will be effective immediately upon being published on this Website. You should check this page regularly to ensure you are aware of our current Terms of Use.

22 Variation

We have the right, in our absolute discretion, to amend, remove or vary any page of this Website at any time and without notice.

23 Invalidity

If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect.

24 Complaints or questions

We seek to ensure that our Services are provided at the highest standard and we take all complaints seriously.

If you are dissatisfied with the Service you may submit a complaint to info@steamcapital.com.au.

25 Jurisdiction

These Terms of Use shall be governed by and construed in accordance with Queensland law. The parties submit to the non-exclusive jurisdiction of the courts and tribunals of the governing law jurisdiction.

These Terms of Use were last updated in July 2021.