



TERMS & CONDITIONS

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GENERAL

1. OUR AGREEMENT

1.1 By using the Services, you are agreeing to be bound by these Terms and Conditions.

1.2 Your use of the Services creates a binding contract between us on the terms set out in our Agreement including in these Terms and Conditions.

1.3 If you do not agree to any of these Terms and Conditions, please refrain from using any of the Services.

2. WHAT WE SHALL DO GENERALLY

2.1 We shall provide the Services on the basis set out in these Terms and Conditions.

2.2 In cases where payment is required, we shall provide the Services in line with the various product descriptions, tiers, benefits and pricing set out on the Website.

2.3 We shall otherwise comply with the terms of our Agreement.

3. WHAT YOU MUST DO GENERALLY

3.1 You must comply with all reasonable directions from us in relation to your use of the Services.

3.2 You must grant us the necessary licences as set out in more detail below.

3.3 You must ensure that any information you provide to us in connection with your use of the Services is accurate, up to date and complete.

3.4 You must only use the Services for your personal purposes and not, without our express permission, use any of the Services with others or for your commercial gain.

3.5 You must otherwise comply with the terms of our Agreement.

4. WHAT YOU MUST ACKNOWLEDGE IN RELATION TO YOUR ACCESS TO THE SERVICES

4.1 You must maintain the confidentiality of any Access Credentials.

4.2 You acknowledge responsibility for any activity as a result of your access of the Services through your Access Credentials.

4.3 You shall contact us immediately if you are aware or reasonably suspect that the confidentiality of your Access Credentials has been compromised or that there has been unauthorised access to the Services through you.

4.4 You acknowledge that we shall not be liable for any loss or damage arising from unauthorised use of your Access Credentials.

5. WHAT YOU MUST ACKNOWLEDGE IN RELATION TO CONTENT

5.1 You acknowledge that we make no assurance in relation to the accuracy, quality or reliability of any Content.

5.2 You acknowledge that Content shall not be used by you as a substitute for legal or financial advice.

5.3 You acknowledge that you will assume your own risk for viewing any Content and that you will not hold us liable for any of the Content.

5.4 You acknowledge that access to Content is restricted to persons over the age of 18 years.

5.5 You acknowledge that the quality or display of Content may vary from device to device and may be affected by a variety of factors such as your location, the bandwidth available and/or the speed of your internet connection.

5.6 You acknowledge that Subscriber Content will only be available to you on a paid basis as set out in more detail on our Website.

6. WHAT YOU MUST ACKNOWLEDGE IN RELATION TO USER CONTENT

6.1 You acknowledge that we may, from time to time at our discretion, allow you to post User Content.

6.2 You acknowledge that we may, from time to time at our discretion, review, edit, suspend, delete or refrain from posting any User Content.

6.3 You acknowledge that any User Content must meet our community guidelines and must not be harmful, offensive, defamatory or discriminatory.

6.4 You acknowledge that you must be over 18 years of age to post any User Content.

6.5 You acknowledge that User Content must not be in breach of a third party's intellectual property rights or contrary to any law.

6.6 You acknowledge that User Content must not contain any advertising material or links to third party goods or services.

6.7 You acknowledge that, where we allow a dialogue with other people by means of our Website and User Content, you will engage in any such dialogue in a respectful manner.

6.8 You acknowledge that, where we allow a dialogue with other people by means of our Website and User Content, you will engage in such dialogue at your own risk and that you will not hold us liable for any Content which you perceive as harmful or offensive.

7. INTELLECTUAL PROPERTY RIGHTS IN RELATION TO CONTENT

7.1 We are the sole owner or licensee of the Content.

7.2 We are the sole owner or licensee of all intellectual property rights in the Content including all applicable copyrights, trademarks, trade names and logos included in the Content.

7.3 We grant you a limited, revocable, non-exclusive, non-transferrable, non-assignable, worldwide licence to access and use the Content in connection with your personal use of the Services subject to our direction and discretion.

7.4 We reserve the right to amend, without liability, any of the Content at our absolute discretion.

7.5 You may not download, copy or distribute Content for uses other than your own personal use without our express permission.

8. INTELLECTUAL PROPERTY RIGHTS IN RELATION TO USER CONTENT

8.1 You are the owner of the User Content.

8.2 By posting User Content on the Website or by otherwise forwarding User Content to us, you grant us an irrevocable, perpetual, transferrable, unconditional, unrestricted, sub-licensable, worldwide, non-exclusive royalty free licence to use the User Content for any purpose without compensation to you.

8.3 We may as part of our use of the User Content, without limitation, modify the User Content, use the User Content for marketing purposes or re-distribute the User Content, in each case with or without attribution to you.

9. THIRD PARTY CONTENT

9.1 You acknowledge that some of the Content may have been sourced from parties other than us.

9.2 You acknowledge that we take no responsibility for Content sourced from third parties.

9.3 You acknowledge that Content may contain links to third party websites, services or advertisers.

9.4 You acknowledge that we do not claim any affiliation nor do we endorse any goods or services provided by third parties which are linked through the Content.

9.5 You acknowledge that, by following a link to a third party, you are leaving the Website and the Services, that you are then subject to the terms and conditions applicable to the third party and that we shall have no liability or responsibility for goods or services of the linked third party.

10. YOUR PRIVACY

10.1 We respect your right to privacy and will deal with any personal information of yours in accordance with the applicable laws and our Privacy Policy.

10.2 By providing any of your name, job title, employer, employer logo, personal biography or image to us in connection with using the Services, you consent to that information being made available to other users of the Services.

10.3 By providing any of your name, job title, employer, employer logo or image to us in connection with using the Services, you consent to being identified as our customer using that information on the Website and in other marketing or investor materials.

11. PAYMENT GENERALLY

11.1 In return for us providing access to Subscriber Content, you shall pay the applicable Fees on or before the Due Date.

11.2 In order to access Subscriber Content, you will be required to provide a Payment Method and pay the applicable Fees.

11.3 Fees notified by us are, unless specified, exclusive of indirect tax such as GST or VAT and your obligation to pay Fees includes your obligation to pay any applicable tax to us on or before the Due Date.

11.4 If you fail to pay the Fees and any applicable tax on or before the Due Date, we may cancel or suspend any of the Services. If that becomes necessary, you will not be entitled to any refund in respect of the Fees already paid.

11.5 If we cancel, modify or suspend any of the Services due to non-payment, you shall remain liable to pay Fees for the Minimum Term.

11.6 You shall be responsible for and shall bear any of your own costs in relation to your use of the Services.

11.7 You acknowledge that there may be a delay in receiving your payment if it falls on a day which is not a normal banking day or there are failures or difficulties with technology.

11.8 You acknowledge that you are responsible for having sufficient funds in your account to enable payment in accordance with these Terms and Conditions and that you will be liable for any fees and charges incurred by you or us as a consequence of you having insufficient funds in your account.

11.9 You acknowledge that we shall not be liable for any variance to or shortfall to your payment as a consequence of exchange rate fluctuations.

11.10 You acknowledge that, to the extent permitted by any applicable law, payments we receive from you are non-refundable except as provided for in these Terms and Conditions.

11.11 You acknowledge that, to the extent permitted by any applicable law, we shall not provide refunds or credits for any partial billing periods or any unused Services.

12. CANCELLATION, SUSPENSION OR MODIFICATION OF SERVICES BY US

12.1 We may terminate our Agreement at any time without cause.

12.2 We may cancel, suspend or modify any aspect of the Services at any time without cause and without notice.

12.3 Ways in which we may modify Services include, in relation to Events, changing of the Event from Live Event to Virtual Event and vice versa and modifications to the timing, speakers, participants, content, venue location, seating arrangements, ticket categories, audience capacity and programme.

12.4 To the extent permitted by law, we shall have no liability to you in the event of any of the instances of termination, cancellation, suspension or modification referred to above. However, if any such instances are not your fault and we are reasonably of the view that you have not received Services commensurate with the amount of Fees you have paid, we will remedy the situation in good faith, preferably with your agreement and, in any case, according to law.

12.5 Unless compelled by law, in no circumstances shall we be liable for any failure or delay in delivering any aspect of the Services where such delay or failure is attributable to any cause beyond our reasonable control including instances ordinarily considered to be Force Majeure situations.

13. LIMITATION OF LIABILITY

13.1 Our liability arising out of this Agreement shall, except as required by law, be limited to the amount of the Fees.

13.2 Under no circumstances shall we be liable for any loss of profits or opportunities or other indirect, incidental, special, consequential or exemplary damages.

13.3 You acknowledge that you use the Services voluntarily and at your own risk and discretion and that you shall accept responsibility and liability for any disputes which arise between you and third parties as a result of your use of the Services.

13.4 You agree to indemnify us in respect of any liability arising from any act or omission of yours in relation to your use of the Services.

14. RESOLUTION OF COMPLAINTS

14.1 We will in good faith attempt to resolve any complaint or dispute with you as quickly and amicably as possible.

14.2 You may notify a complaint or dispute to us at any time by sending an email to us at complaints@thegrowthfaculty.com

14.3 If you wish to make a complaint or raise a dispute regarding Fees, you must send us an email within 30 days of such Fees being paid by your Payment Method.

14.4 In the event that you do not raise any complaint or dispute in relation to an amount of Fees within 30 days of payment, we will take this as your acknowledgement that the Fees are fair and reasonable and as a waiver of your right to dispute them.

15. MISCELLANEOUS

15.1 This Agreement is the entire Agreement between you and us regarding the subject matter of our Agreement.

15.2 We may assign this Agreement at any time upon providing written notice to you.

15.3 We may give each other notice as required under this Agreement by sending emails to the email addresses we have provided to each other.

15.4 If any part of our Agreement is held to be illegal or invalid, then only the illegal or invalid part will be void and the rest of our Agreement will remain in full force and effect.

15.5 If either of us does not enforce a breach of our Agreement, this does not mean a further breach of the same kind is excused or that we shall refrain from enforcing the existing breach at a later time.

15.6 This Agreement is governed by the laws of the State of New South Wales and we will both, following our good faith attempts to resolve any dispute, go to the Courts of New South Wales for such resolution.

15.7 We may vary these Terms and Conditions by posting an updated version on the Website.

15.8 You are encouraged to review our Website regularly for any updated versions of these Terms and Conditions as we shall take your continued use of the Services as acceptance of the latest version of these Terms and Conditions.

EVENTS

16. GENERAL TERMS

16.1 Please refer to clauses 1 – 15 above.

17. WHAT WE MAY DO IN RELATION TO EVENTS

17.1 We shall organise and manage any Events to an appropriate standard.

17.2 We may, from time to time, provide you with the opportunity to purchase tickets to an Event on a “first come, first served” basis.

17.3 We will allow you to transfer a ticket to another person in your organisation at no extra cost.

17.4 We may limit the number of tickets to certain Events to discourage ticket buying practices which are, in our reasonable opinion, unfair.

17.5 We shall otherwise comply with the terms of our Agreement including the provisions of clauses 1 – 15 above.

18. WHAT YOU MUST ACKNOWLEDGE IN RELATION TO EVENTS

18.1 You acknowledge that you shall be responsible for and shall bear any of your own costs in relation to your attendance at an Event including your travel and accommodation costs in respect of any Event.

18.2 You acknowledge that, in the event of unlawful resale or copying of tickets, we shall cancel the rights associated with any such tickets immediately and without compensation.

18.3 You acknowledge that we make no assurance in relation to allocation of seating at Events, whether for individuals or groups.

18.4 You acknowledge that you shall be subject to our reasonable direction during your attendance at any Event and that we may require that you leave the Event without refund in the event that your behaviour is considered, in our reasonable opinion, to be unacceptable.

18.5 You acknowledge that, if you attend a Live Event, you will comply with all public health laws, orders and directions including any social distancing or mask wearing obligations.

18.6 You acknowledge, if you attend a Live Event, the risks associated with Covid 19 and the risk of exposure to and infection by Covid 19 and other communicable diseases.

18.7 You acknowledge that you will be responsible for having the technical ability and facilities to access any Event Platform and any Live Stream or Virtual Event.

18.8 You acknowledge that you must not record or reproduce any written, audio visual or other content or other materials from an Event or distribute such materials to any third party.

18.9 You acknowledge that the quality or display of a link to an Event may not operate continuously, securely or without errors or interruption and that we shall not be liable for a temporary interruption.

18.10 You acknowledge that, if you attend a Virtual Event or Live Stream, you must not allow other persons to attend using your access or watch with you unless those persons have paid the applicable Fees.

19. YOUR PRIVACY IN RELATION TO EVENTS

19.1 By attending an Event, you consent to being filmed or photographed by us or our agents and you acknowledge that this might occur, without limitation, in one of the following ways:

- (i) A posed photograph for an Event photographer;
- (ii) Your incidental appearance in a photograph taken by an Event photographer of other attendees of the Event generally; or
- (iii) Your incidental appearance in the live streaming of the Event;

19.2 By registering for an Event, you consent to your name and contact information being provided to sponsors of an Event.

19.3 By registering for an Event, you consent to receiving communications from sponsors of an Event.

19.4 If you attend an Event, you consent to a reasonable search of you and your belongings upon entry to the Event.

19.5 You acknowledge that we reserve the right to prevent you taking belongings including bags, cameras and other items into an Event.

19.6 Our collection, holding, use and disclosure of your personal information in relation to an Event generally and as specifically contemplated above will otherwise be dealt with as set out in our Privacy Policy seen here www.thegrowthfaculty.com/privacy.php

20. CANCELLATION OR SUSPENSION

20.1 We may cancel or change the date, timing or content of an Event at any time without notice.

20.2 We may cancel an Event for reasons including but not limited to availability or suitability of venue or speakers or considerations of health, security or safety.

20.3 We may deny, limit or cancel your right to attend an Event at any time.

20.4 Subject to clause 12, the other General Terms above, and our obligations at law, we shall have no liability for loss or damage, direct or indirect, arising from cancellations or change referred to above.

20.5 If you fail to pay the Fees and any applicable tax on or before the Due Date, we may cancel or suspend your right to attend an Event. If that becomes necessary, you will not be entitled to any refund in respect of the Fees already paid.

21. ADDITIONAL PAYMENT TERMS FOR EVENTS

21.1 We acknowledge that we have certain obligations at law in relation to refunds including under the Australian Consumer Law.

21.2 Subject to our legal obligations, any refunds shall be at our discretion.

21.3 In particular, and subject to our legal obligations, we will not give refunds where:

- (i) you no longer wish to attend an Event due to your personal circumstances;
- (ii) your entitlements at law are covered by operation of the General Terms above including clause 12;
- (iii) there are Force Majeure situations;
- (iv) there are adverse weather conditions falling short of a Force Majeure situation;
- (v) your travel plans are impacted by Covid 19;
- (vi) you are worried about catching Covid 19;
- (vii) there are adverse transport situations falling short of a Force Majeure situation; or
- (viii) you can not or do not want to attend due to your home, family, health, work or study situation.

21.4 Except as required by law, we shall have no liability for any travel or accommodation expenses occasioned by any cancellation or modification of an Event.

21.5 We may require proof of purchase for any refund.

21.6 If you cancel your ticket to an Event within seven days of the Event or otherwise do not use your ticket for the Event, no refund will be paid.

21.7 If we issue a credit note under these Terms and Conditions, the credit note shall be valid for twelve months after it is issued.

21.8 Once a credit note is applied to payment for an Event, no further credit or refund shall be payable in respect of the amount of the credit note.

21.9 Credit notes may only be applied in respect of Events.

21.10 If you purchase a ticket for an Event and you do not pay the correct amount for any reason, we reserve the right to cancel the ticket and refund the amount at our discretion.

21.11 For individually purchased tickets to Events:

(a) There is a cooling off period of 7 days;

(b) If you cancel your ticket during this time you will receive credit note equal to the cost of the ticket less a cancellation fee of:

(i) \$50 for Virtual Events;

(ii) \$100 for Live Events.

(c) If you do not cancel your ticket during the 7 day cooling off period you may transfer your ticket to another person but will not be entitled to any credit.

22. ADDITIONAL TERMS FOR VIRTUAL EVENTS AND LIVE STREAMS

22.1 We will in the ordinary course include access to Virtual Events as part of the Growth Faculty Pass.

22.2 We may from time to time sell tickets to Virtual Events outside of Membership entitlements.

22.3 We may from time to time sell individual or group access to Live Streams.

22.4 In the event that you purchase a ticket to a Virtual Event or Live Stream, you acknowledge that your email address or Access Credentials will be used to allow you access to the Virtual Event or Live Stream.

22.5 You acknowledge that you are responsible for the accuracy of the provision of any email address or other Access Credentials necessary for us to allow access to Virtual Events or Live Streams.

22.6 You acknowledge that it is your responsibility to ensure you have the appropriate technical ability to connect to Virtual Events or Live Streams and that you will take responsibility for removal of any impediments in your system due to the spam filters or firewalls.

22.7 You acknowledge that due to the nature of Virtual Events and Live Streams, there is an inherent risk that technical issues will interfere with your access and you agree to hold us harmless for any interference with such access.

22.8 You acknowledge that you must not allow others who have not paid Fees to watch Virtual Events or Live Streams accessed by you.

22.9 You acknowledge that the livestream of in-person events being included in Growth Faculty membership is subject to change on an event by event basis. Growth Faculty has the right to either include the livestream of in-person events in the membership or not.

ACCESS TO PAID CONTENT

23. GENERAL TERMS

23.1 Please refer to clauses 1 – 15 above.

24. ADDITIONAL PAYMENT TERMS FOR RECURRING PAYMENTS

24.1 For access to Subscriber Content requiring recurring payment, we shall charge in various ways including:

(a) by a recurring upfront charge using your Payment Method and according to your Billing Frequency;

(b) such other Payment Terms as may be advised on the Website from time to time.

24.2 In the event that we change the price of access to Subscriber Content, the price changes will only apply to subsequent billing periods following reasonable notice to you.

24.3 We may temporarily provide access to Subscriber Content on an introductory basis as part of a free trial offer.

24.4 We may require the provision of a Payment Method as part of a free trial offer.

24.5 In the event that we provide a free trial, we may cancel the free trial period without notice for any reason.

24.6 The provisions of clause 25 of these Terms and Conditions shall apply to renewal or cancellation of your subscription at the conclusion of any free trial period.

25. RENEWAL OR CANCELLATION OF YOUR RECURRING ACCESS TO SUBSCRIBER CONTENT

25.1 If you pay to access Subscriber Content through Membership or otherwise on a recurring basis, this subscription will be automatically renewed at the end of the Minimum Term for a further term of equal length and then on an ongoing basis at the end of each such further term unless you give notice of cancellation in accordance with these Terms and Conditions.

25.2 If your access to Subscriber Content is automatically renewed as provided for in clause 25.1 above, we shall debit your Payment Method for amounts of Fees in accordance with your Billing Frequency and our Agreement shall be renewed for a further term of equal length to the Minimum Term.

25.3 If you pay to access Subscriber Content through Membership or otherwise on recurring basis, you may give notice of cancellation at least 30 days prior to an the Pricing End Date or 30 days prior to the end any further term arising through clause 25.1 above by sending an email to ondemand@thegrowthfaculty.com.

25.4 If you cancel your subscription under clause 25.3 above, we will continue to allow access to the applicable Subscriber Content for the time you have paid for but we will not give refunds for any part of the Minimum Term or any parts of subsequent terms which have arisen through clause 25.1 above.

25.5 At the conclusion of any free trial period, unless you have cancelled your subscription by sending an email to ondemand@thegrowthfaculty.com, we will charge Fees for the Minimum Term or other specified billing period using your Payment Method and otherwise proceed to deal with you in accordance with this clause 25.

26. DISCOUNTED TICKETS FOR EVENTS

26.1 If you pay to access Subscriber Content we may provide you with the opportunity to purchase tickets to Events at a discounted rate.

26.2 To be entitled to any discount on a ticket to an Event, you must be entitled to access Subscriber Content as at the date of the Event.

26.3 If you hold a discounted ticket to an Event and will no longer be able to access Subscriber Content as at the date of the Event, we may at our discretion:

- (a) require you to pay the balance of the full price for the Event to access the Event; or
- (b) cancel the ticket and refund what you have paid.

27. MEMBERSHIPS

27.1 From time to time, we will offer access to Subscriber Content in the form of Memberships.

27.2 Memberships may be offered at different levels relative to Fees charged and may have different levels of access to Subscriber Content.

27.3 Memberships will usually include access to:

(a) Virtual Events; and

(b) On Demand,

but will not in the normal course include access to Live Events.

27.4 Holders of Memberships may be given the opportunity to purchase tickets for Live Events from time to time at full price or at discount rates.

27.5 Holders of Memberships with rights of access to Virtual Events will be required to formalise their attendance at a Virtual Event by booking and obtaining an access code for the Event Platform at no extra cost.

27.6 From time to time, we may offer Memberships on a free trial basis for a limited time and for access to limited specified Services.

27.7 Memberships shall be for a Minimum Term.

27.8 A Minimum Term will commence on the Activation Date.

27.9 Your obligation to pay Fees for a Membership will commence on the Pricing Start Date.

27.10 We may charge Fees for Membership at varying frequencies to be notified by us.

27.11 At the conclusion of the Minimum Term, a Membership will automatically renew for subsequent terms of equal length unless we have prior notification to the contrary in accordance with Clause 25 above.

27.12 We may, at our discretion allow you certain continued access to Services at the conclusion of a Minimum Term or subsequent term subject to the timing of the Pricing Start Date.

27.13 If you cancel your Membership, we may cancel your right to attend a subsequent Event despite the fact that your ticket to that Event was booked during the time of your Membership.

27.14 If you cancel your Membership we may charge you a usual individual ticket price for attendance at a subsequent Event despite that ticket being originally booked at a reduced rate during the time of your Membership.

27.15 If Fees for a Membership remain unpaid after 30 days from the Due Date, we will cancel your Membership.

27.16 If we cancel your Membership prior to the expiry of a Minimum Term, we will require that you pay Fees for the remainder of the Minimum Term.

28. ENTERPRISE MEMBERSHIP AGREEMENTS

28.1 From time to time, we will offer access to Subscriber Content in the form of Enterprise Membership Agreements.

28.2 Enterprise Membership Agreements shall be agreements for defined terms with a minimum of 25 Memberships within one organisation.

28.3 You acknowledge that you will be charged the agreed Fees for access under an Enterprise Membership Agreement regardless of whether any or all of the available Memberships are utilised by your organisation.

28.4 Under an Enterprise Membership Agreement, the Memberships you pay for may be transferred within individual staff members within your organisation but must not be used outside your organisation.

28.5 Under an Enterprise Membership Agreement, we will allow one complementary additional Membership for a nominated facilitator within your organisation.

28.6 As a party to an Enterprise Membership Agreement, you will be entitled to broadcast Live Streams to a physically assembled audience at your organisation using one of the available Memberships.

28.7 If you have an Enterprise Membership Agreement with us and require additional Memberships, we will deal with requests for additional Memberships generally or for additional access to particular Services on a case by case basis.

DEFINITIONS

References to “we”, “us”, “our”, “you”, “your” shall be used to refer to one or both of the respective parties as the context requires.

“Access Credentials” means your name and any password or access code used by you to access any of the Services.

“Activation Date” means the date on which we allow access to the Services subject to your compliance with the Payment Terms.

“Agreement” means these Terms and Conditions together with any form we ask you to complete and/or sign.

“Billing Frequency” means the frequency with which we will debit Fees as specified on the Website or otherwise notified when you obtain Membership.

“Content” means anything that is made available by us and is capable of being read or otherwise understood, whether on the Website otherwise and includes Subscriber Content.

“Due Date” means the date or dates by which the Fees are payable.

“Enterprise Membership Agreement” means a corporate agreement in which we sell a minimum of 25 Memberships for a defined term.

“Event” means a function to which we sell tickets for attendance and includes Live Events, Virtual Events and Live Streams.

“Event Platform” means any website, app or other platform made available by us to facilitate participation in an Event.

“Fees” means the amount payable for Subscriber Content from time to time as shown on the Website or otherwise notified by us together with any applicable amount of indirect tax such as GST or VAT.

“Force Majeure” situations shall be taken to mean any situations beyond our reasonable control including situations ordinarily considered force majeure according to law and specifically including without limitation:

- (i) outbreaks of communicable disease such as Covid 19;
- (ii) equipment or service failure beyond our control;
- (iii) network failure or incompatibility beyond our control;
- (iv) adverse weather;
- (v) adverse transport situations;
- (vi) acts of God;
- (vii) wars, disturbances or terrorism; and
- (viii) strikes or acts of government.

“Growth Faculty Pass” means a form of Membership which provides access to a range of services from time to time including Virtual Events and On Demand.

“Live Event” means a live function with both the speaker and attendees physically present at a venue.

“Live Stream” means a broadcast of a live function to which we sell viewing rights.

“Membership” means an entitlement to a specified package of Subscriber Content for a specified period and includes a Growth Faculty Pass.

“Minimum Term” means an initial period of paid access to Subscriber Content from the Pricing Start Date to the Pricing End Date or for a duration otherwise specified on the Website or otherwise notified when you obtain Membership.

“On Demand” means pre-recorded or written Content to which we sell rights of access.

“Payment Method” means sufficient details of a major credit card, bank account or other agreed method to allow Fees to be debited by us.

“Payment Terms” means any specific terms in relation to your obligation to pay Fees.

“Pricing End Date” means the date on which the Minimum Term ends.

“Pricing Start Date” means the date on which your obligation to pay Fees for a Membership commences and on which the Minimum Term commences.

“Privacy Policy” means our privacy policy available here www.thegrowthfaculty.com/privacy.php

“Services” means all services made available by us whether for payment or not including but not limited to:

- (i) access to the Website;
- (ii) access to related mobile sites and applications;
- (iii) access to related features including RSS, API, software and other downloads.
- (iv) access to Content;
- (v) access to Subscriber Content;
- (vi) ability to post User Content;
- (vii) access to the On Demand service;
- (viii) access to the Live Stream service;
- (ix) your ability to attend and participate in Events.

“Subscriber Content” means Content which is made available by us on a paid basis and includes the On Demand service, the Live Stream service and Events.

“Terms and Conditions” means the terms and conditions contained in this document.

“User Content” means anything you provide to us which is capable of being read or otherwise understood, including but not limited to your postings of articles, comments or feedback on the Website and your participation in any forums, group discussions or dialogue on the Website.

“Virtual Event” means an Event where the speaker and the attendees are remote from each other and with the attendees attending online.

“Website” means our website located at www.thegrowthfaculty.com