

TERMS OF USE

These Terms of Use ('Terms') apply to all Subscribers to this website. We may modify and update these Terms at any time, without notice. You need to ensure you review the Terms from time to time. In using our website and services and/or signing up for the subscription, you agree to be bound by these Terms as well as any and all general Terms and Conditions posted on our website from time to time.

These Terms apply to our online training, self-paced or classroom training courses. Some of these Terms may only be relevant to attendance at classroom training courses, while other clauses may only be relevant to our online training and self-paced training courses. All Terms apply to any Services we supply to you as relevant and by engaging our Services, you agree to these Terms.

DEFINITIONS

"Content" means any and all material, links, words, images contained on the website or in our materials provided to you as relevant to the dangerous goods training courses and our Services.

"Services" means the dangerous goods training courses designed to provide comprehensive training in the theory and practical aspects of handling and transporting dangerous goods by air, sea and road.

"Subscriber" means a subscriber to the Services on this website.

"the website" means training.dgair.com.au

"We", "our" and "us" means DG AIR FREIGHT PTY LTD (ABN 63 081 172 125)

"You" means the Subscriber to our services and by doing so, agree to these Terms.

SUBSCRIPTIONS

You must register using the online form in order to select and pay your subscription fee for the dangerous goods training course or courses provided as part of our Services.

By providing your credit card details, you authorise us and agree to the subscription fee being deducted from your credit card or other nominated payment method unless you or we cancel the subscription in accordance with the below cancellation terms.

Course enrolment is complete when you are issued with a username and password (the 'login information'). The dangerous goods training courses provided on the website can be completed by you at your own pace and you can return to the website to complete a course. You must retain your

login information so that you can access the training course at a time or times you choose.

You must complete a training course within twelve (12) months from the date of initial enrolment in that training course.

Certificates of accreditation (hard copy) will be issued within 7 days after the successful completion of a training course.

AGREEMENT FOR SUBSCRIPTION SERVICES

To be eligible to subscribe to our website Services, you acknowledge and agree to the following:

- You will not share your password or login details with any other person and you will keep your contact, payment and other information updated;
- You warrant that all information you provide is true, correct, up-to-date and accurate personal information and details;
- We, at all times, abide by the Australian Privacy legislation. Please refer to our full Privacy Policy on our website for details of how we collect, store and use your personal information;
- You will not transfer, sublicense or grant access to any of our Services to any other person, company, business or allow any other person to complete the work that is necessary to complete a training course provided on the website;
- You must not use the Service or any part of it for commercial purposes.

We reserve the right to disclose your name and any other personal details to any law enforcement authority or other competent authority or to any person for the purpose of legal proceedings, prosecution, investigation or any breach, alleged breach of the law or these Terms.

DRESS CODE FOR ATTENDING A TRAINING COURSE

Everyone attending a training course at our premises is expected to wear appropriate, professional attire or smart casual clothing and closed-in shoes. All attire must comply with occupational health and safety requirements, including safety footwear we identify as a requirement for attendance at any training course at our premises.

DRUG AND ALCOHOL POLICY

We are committed to ensuring that the safety and wellbeing of all persons attending a training course at our premises is not compromised by the presence of people under the influence of alcohol or other drugs. We do

not condone the use or possession of any illegal substance or non-prescription drugs or alcohol while attending our training courses.

In the event that you are taking medications prescribed by a certified medical practitioner, please consider whether this will affect your ability to safely complete a training course. Confidentiality will be maintained in any information you provide to us about any medical conditions you may wish to provide to us or discuss with the instructor of the training course.

We reserve the right to exclude you from the training course if we suspect you are under the influence of any drugs or alcohol on our premises or if we suspect you are in possession of any illegal substance or non-prescription drugs or alcohol while attending a training course. We are not required to provide any refund for excluding you from the training course under this drug and alcohol policy. Any refund may be determined in our sole discretion.

SMOKE-FREE POLICY

We wish to foster a healthy environment through our smoke-free policy. Smoking of tobacco or any other similar product intended to be smoked or inhaled including electronic cigarettes (e-cigarettes) is prohibited:

- in areas where “no smoking” or other smoking prohibition signs are displayed;
- in all buildings or enclosed parts of buildings under our control including on all semi-enclosed places such as verandas and walkways;
- within four metres of any entrance to buildings, air conditioning intakes, ventilation louvers or open windows; and
- in any outdoor area where food and drink is provided or consumed.

If you wish to smoke tobacco, or any other product intended to be smoked, you are only permitted to smoke during official work breaks such as lunch and morning and afternoon tea. You may only smoke in designated areas or areas in which smoking is permitted under this policy. All materials used for smoking in permitted areas, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.

This smoke-free policy ensures that we comply with legislation and aims to reduce the health risks associated with smoking. We encourage our staff and people attending our courses to quit smoking.

WORKPLACE HEALTH AND SAFETY POLICIES

You must comply with the workplace health and safety policies that related to our premises at which any classroom training courses are conducted.

We will provide you with copies of any relevant workplace health and safety policies either in advance of your attending to start the training course or on the first day of your attendance at the training course.

LOSS OR DAMAGE TO PERSONAL PROPERTY - RISK WARNING

We are not liable for the loss or theft of, or damage to, your personal property when attending our premises.

CLASSROOM TRAININGS COURSE - CANCELLATION, REFUND AND TERMINATION POLICY

In relation to classroom training courses conducted at our premises, if you wish to cancel your registration for any or change to a different training course your notification of cancellation of your registration to a training course must be received by us in writing no later than 14 days prior to commencement of the training course.

Training course cancellations and training course date change requests received less than 14 days prior to the start date of the course will incur a cancellation fee of 50% of the total cost of the training course.

Training course cancellations and training course date change requests received less than 14 days prior to 7 days prior to commencement to the start of the course (or your non-attendance at the training course) will incur a cancellation fee of 100% the total cost of the training course.

Cancelling your registration for a training course should be done by email and any eligibility for a refund is only effective following our delivery to you of our acknowledgement of your email cancelling your registration.

If you need to withdraw from a training course due to illness or extreme hardship, we may, at our absolute discretion, decide to grant a refund of the fees. Before exercising our discretion, we may ask you to produce satisfactory evidence of the circumstances that have caused you to withdraw from the training course.

You can nominate a substitute to attend a training course in the event you are unable to attend the course for which you have registered. However, we are not responsible for refunding you the cost of the training course if your place is taken by your nominated substitute. You must notify us in writing of your nominated substitute and we may require your nominated substitute to provide us with written acceptance of the terms and conditions of attendance at classroom training courses conducted at our premises. We reserve the right to refuse any nominated substitute for any reason and at any time in our sole discretion.

We reserve the right to cancel any training course, in our sole discretion, for any reason including low numbers of enrolments or training staff not being available. In the event a training course is cancelled, registered participants will be contacted by us to arrange a transfer to an alternative training course date. If a registered participant cannot attend any alternative training course, a full refund of the cost is available upon request.

You should not commit to travel or accommodation or other costs until you have received an email from us confirming that the training course will proceed. We have no responsibility for non-refundable airline-tickets or accommodation deposits or any other expenses incurred due to the cancellation of a training course.

We will provide such confirmation as early as possible, but in any event no later than 7 days before the training course is due to start.

CLASSROOM TRAINING COURSE ATTENDANCE

You are required to provide proof of identity in order that we can preserve the integrity of any course work testing and certificates of successful completion of a training course.

Classroom training course will be conducted at our premises at the advertised times. If you are late in arriving to attend a training course, we reserve the right to refuse you admission to the training course if we are of the opinion that your late arrival will disrupt the conduct of the training course or if we are of the opinion that you would not be able to successfully complete the assessment for the training course as the result of your late arrival.

We are not required to provide any refund to you for excluding you from the training course under this late arrival policy. Any refund may be determined in our sole discretion.

CUSTOMER COMPLAINT POLICY

We are committed to providing quality training services. We may provide you with feedback forms so that you can comment on our training courses. Your responses provide us with information that assists us to improve our training course. Note that comments made on the feedback forms are not dealt with as a complaint, instead your comments are considered as part our training services improvement process carried out by our training managers and client services managers.

In relation to any grievance you may have with our trainers, assessors and training course administration personnel, you are encouraged, wherever possible, to resolve your grievance directly with our personnel in an attempt to resolve any issues at the time.

If you want to make a formal complaint about a training course or about the behaviour of any of our personnel, the complaint should be provided to us in writing via email or sent to us through Australia Post.

You will need to provide your full name, detail your concern and also tell us what remedy you are seeking. We will need to know the date of training course and all relevant information so that we understand the

nature of the complaint about the training course or to allow us to identify any personnel whose behaviour is of concern to you.

We will attempt to address any complaints promptly, efficiently and effectively as possible in order to remedy any mistakes or failures to meet the quality standards we set for our training services or the standards to which we expect our personnel to meet.

If you are not satisfied with the initial response to your written complaint, then you can write to [title of senior manager] and ask for your complaint and the response to be reviewed. You should set out the reason why you are dissatisfied with the response to your written complaint and also tell us what remedy you are seeking.

COPYRIGHT AND CONFIDENTIALITY IN TRAINING COURSE MATERIAL

The training course material, such as instruction manuals and training exercises, including online training, self-paced or classroom training course material, is protected by copyright and cannot be copied by you or any other person, without our express written permission.

All training course material provided to you, or presented to you during the training course, is our confidential information for the sole use of you as the person attending the course and you must not provide the training course material to any other person, without our express written permission.

WEBSITE TRAINING COURSE

The website access subscription fees and fees for online training courses and self-paced training courses are non-refundable once payment has been made.

We make no warranty that the website services will meet your requirements or be available on an uninterrupted, secure or error-free basis. We will use our best endeavors to ensure the website is always available and virus free but from time-to-time, and in some instances, this may not be the case as it may be out of our immediate control. We will endeavor to notify you if the website becomes unavailable for any lengthy and unusual time period.

You agree and acknowledge that the website uses third party vendors and hosting partners to provide the necessary software, hardware, service and storage.

You agree you will not transmit any viruses, malware, worms, etc. of any kind and that you will not upload, post, host or transmit unsolicited material or messages to the website.

WE MAY TERMINATE YOUR WEBSITE SUBSCRIPTION AT ANY TIME

We have the right to terminate your subscription to our website for any reason, at any time. You agree that we may, in our sole discretion, terminate or suspend your access to the website with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to the appropriate law enforcement authorities.

Upon such termination, regardless of the reasons, your right to use the website immediately ceases and you acknowledge and agree we may immediately deactivate or delete your account and all related information and files. We may also bar you from any further access to our website. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

We are not required to provide any refund or part thereof to you for such termination of your subscription. Any refund may be determined in our sole discretion.

MODIFICATION OF WEBSITE AND CONTENT

We reserve the right at any time and from time to time to remove, delete, alter or amend any Content, Services or the website.

The content of the training courses is developed to comply with Australian Dangerous Goods legislation and the requirements of the Australian Maritime Safety Authority and the International Maritime Dangerous Goods Code (IMDG) or requirements of the Civil Aviation Safety Authority and the IATA Dangerous Goods Regulations (DGR) that is developed by International Air Transport Association (IATA) in consultation with the International Civil Aviation Organization (ICAO). We have not control over how these laws, codes and regulations are formulated, or amended from time to time, and we therefore not be liable to you or any third party for any modification to the Content when it is required nor can we be held responsible under any circumstances if you fail the assessment for the training course.

LIABILITY

You agree and acknowledge that we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from your use of our website, the Services or any information contained on it or linked to it. For the sake of clarity, in no event will we be liable for any consequential, indirect, incidental or special damages of any kind including any damages for loss of revenue, profits, interruption of business, loss or use of data even if the possibility of such loss was made known to us.

This limitation of liability clause includes any reliance by you on the information on the website, access to or inability to use the website. You assume all risk in using the Services and we cannot be liable for your use of or reliance on this Service. While we endeavor to keep the website up-to-date and correct, we make no representation or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Services for any particular purpose and provide it for your informational purposes and out of our own analysis. Any reliance you place on such information is therefore strictly at your own risk.

ACL: Certain legislation including the Australian Consumer Law (ACL) in the *Consumer and Competition Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (Statutory Rights).

Our liability is governed solely by the ACL and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.

Except for your Statutory Rights, all goods and services are provided to you without warranties of any kind, either express or implied; and we expressly disclaim all warranties of any kind including but not limited to implied warranties of that the Services will be provided with due care and skill and fitness for a particular purpose.

When your Statutory Rights apply, to the extent possible, our liability in respect of any claim is limited to, at our option:

- (a) The supply of any services again; or
- (b) The payment of the cost of having any services supplied again.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

INDEMNITY

You agree to defend, indemnify and hold DG AIR FREIGHT PTY LTD, its officers, directors, employees, contractors, members and agents harmless from an against any and all claims, charges, actions, liabilities, investigations, demands and similar including but not limited to any costs, losses, damages whether direct, indirect, consequential or special and all legal fees resulting from (i) your breach of these Terms, (ii) any misuse of our Services or any other activity you may engage in through use of our website, or (iii) unauthorised use of our website by you or anyone obtaining your login information.

INTELLECTUAL PROPERTY

All custom graphics, icons, logos and service names are registered trademarks, copyright, trade or service marks of DG AIR FREIGHT PTY LTD.

All other trademarks or service marks within this website are the property of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, and/or our name or anything you access through our Services.

You agree and acknowledge that we retain all right, title and interest in the Services, including but not limited to the inventions and intellectual property rights contained or embodied within the Services.

You are solely responsible for obtaining written permission before re-using any copyrighted material that is available on this website. Any unauthorized use of the materials appearing on this website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

GOVERNING LAW

These Terms of Use are governed by the laws of {insert State} which are in force from time to time and both you and we agree to submit to the exclusive jurisdiction of the Courts of {insert State} for determining any dispute concerning these Terms.