



Introduction

Thank you for choosing to do business with Business Agility Pty Ltd (Business Agility)!

We're excited to have you as a client, but before you start using our services, we do need you to look through and accept these terms and conditions. We've done our best to explain it all without using too much jargon, so it's clear what we expect from you and what you can expect from us.

These are your legal rights and obligations, so please do read everything. If you can't agree to our terms, then you can't use our services. If you still have questions or comments after you've read these terms, please [email us](#) with your questions or comments. We'd love to help.

Working with Business Agility

1. **You and Business Agility:** When we say **you** or **your**, we mean both you and any entity or firm you're authorised to represent. When we say **Business Agility, we, our** or **us**, we're talking about the Business Agility Pty Ltd entity you contract with and pay fees to based on the services that you have chosen.
2. **Our services:** Our **services** consist of all the services we provide now or in the future.
3. **Creating a profile, or purchasing a plan, package or service:** When you create a **profile, sign a services agreement, or purchase a plan, package or service** and accept these terms, you become a **subscriber**. If you're the subscriber, you're the one responsible for paying for any and all services you receive from Business Agility.
4. **People invited to use the Portal:** Business Agility has an online members portal (the portal) available via our website. An **invited user** is a person other than the subscriber who has been invited to use our services. If you're an invited user, you must also accept these terms to use our services and our Portal.
5. **The right to use our services:** Whether you're a subscriber or an invited user, we grant you the right to use our services and access our Portal (based on your plan, package or service type, package type, service purchased and the level of access you've been granted) for as long as the subscriber continues to pay for the plan, package or service, package or service until the plan, package or service, package or service is terminated, or – if you're an invited user – until your access is revoked.
6. **Rules:** When you use our services, including the Portal, you agree to follow the rules outlined [here](#). Please read them and make sure you understand what you should and shouldn't do.
7. **Your responsibilities:** In all your dealings with us, you promise that you'll keep your information (including a current email address) up to date. You're responsible for providing true, accurate and complete information and for verifying the accuracy of any information that you use from our services for your legal, tax and compliance obligations. You're also responsible for protecting your username and password from getting stolen or misused. Our service has minimum password standards but you will

ensure that passwords are very strong and not easily guessable. The stronger the password the better!

8. **When we introduce new or revised services:** Since we're always thinking about how to make our service offering the best it can be, we regularly expand our services. For new or updated services, there might be additional terms. We'll let you know what those terms are before you start using those services by updating these Terms and Conditions.
9. **What we own:** We own everything we've put into our services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel of our services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.

Pricing

10. **Business Agility Plans, Packages and Services (services):** Your use of our services generally requires you to pay a fee (the **fee**). The **plan, package or service** consists of the deliverables and inclusions we offered you, including invoicing, cancellation / termination and payment terms. The plan, package or service may vary by region and includes information set out in the offer details and pricing pages. We may update or amend our prices from time to time, without notice. The terms of our plans, packages and services form part of these terms. As with any other changes to our terms, changes to the pricing of any plan, package or service won't apply retrospectively and, if we make changes and you're a subscriber, we'll make every effort to let you know via your registered email. Fees are exclusive of transactional taxes (like GST and VAT).
11. **Taxes and your use of our services:** You're responsible for paying all other external fees and taxes associated with your use of our services wherever levied. Your responsibility includes withholding tax if it applies, unless we already process that withholding tax. We may collect geographical location information to determine your location, which may be used for tax purposes. This means location information you give us must be accurate for tax residency purposes.
12. **Additional services:** Depending on where you're based and how you use our services, you may be able to take advantage of additional services that we offer. These might incur an additional fee that we'll let you know about when you sign up for those services.
13. **Importance of timely payments:** In order to continue accessing our services, you need to make timely payments based on the plan, package or service that you selected. To avoid delayed or missed payments, please make sure we have accurate payment information. If we don't receive timely payments, we may suspend access to your plan, package or service until the payment is made.

Data use and privacy

14. **Use of data:** When you enter or upload your data into our Portal or as part of our use or delivery of services, we don't own that data but you grant us a licence to use, copy, transmit, store, analyse, and back up all data you submit to us through our services, including personal data of yourself and others, to: enable you to use our services;

allow us to improve, develop and protect our services; create new services; communicate with you about your plan, package or service; and send you information we think may be of interest to you.

15. **Use of your own personal data:** We respect your privacy and take data protection seriously. We won't share your personal data with any other external third party without your permission.
16. **Anonymised statistical data:** When you use our services, we may create anonymised statistical data from your data and usage of our services. Once anonymised, we may use it for our own purposes, such as to provide and improve our services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.
17. **Data breach notifications:** Where we think there has been unauthorised access to personal data inside our Portal, we'll let you know and give you information about what has happened. Depending on the nature of the unauthorised access, you may be required to assess whether the unauthorised access must be reported to the contact and/or a relevant authority. We think you're best placed to make this decision, because you'll have the most knowledge about the personal data stored in the Portal.

Termination of Package, Plan or Services Before Expiry Date or Full Completion

18. **Commitments matter:** We take our commitments to our clients seriously and we value your and our time. If you commit to one of our plans, packages or services and then change your mind and terminate the package, plan or services prior to its full completion or expiry date without prior agreement with us, this will trigger an invoice to be submitted by us to you for the full term and value of the package, plan or services, payable immediately.

Appointments

19. **Arrangements:** Advice regarding the agreed appointment location or video-conference link or phone number will be provided to you by us. We will both 'dial in' or 'log in' at the scheduled appointment time if using phone or digital technologies to conduct the appointment. Either party may initiate the phone call at the time of the appointment if conducted via phone.
20. **If you are late:** If you are late for an appointment, the delay in time may be forfeited. For example, if you are 15 minutes late for a 60-minute appointment, the appointment may be shortened to 45 minutes, however the full scheduled time (60 minutes) will be deducted from any appointments pre-paid or to be billed.
21. **Rescheduling / Cancelling:** You may cancel and request a rescheduled appointment without financial penalty, if a minimum of 24 hours' notice before the original appointment time is given. Requests to reschedule and cancellations made less than 24 hours before the scheduled appointment will forfeit up to 100% of the Business Agility fee. You are able to reschedule your appointment yourself via our website.
22. **Unforeseen Circumstances:** If the appointment is cancelled by us due to an unforeseen or unexpected circumstance / illness / technology failure / venue issue / urgent family matter or anything else outside of our control, we will give as much notice as possible so that a reschedule can be arranged. We will not be responsible for any costs incurred by you in these circumstances.

Guarantees and Warranties

With regard to business & executive coaching and all advisory services:

23. Results are dependent on your commitment, focus, follow-through, implementation, skills, communication, previous experience and numerous other factors. Business Agility provides no guarantees nor warranties against advisory or coaching services or packages that include advisory, consulting or coaching elements, except those permitted by law.

Mutual Non-Disparagement

24. We agree that neither of us will ever publicly or privately disparage the other party or their agents, servants or employees, but rather shall act in good faith to refrain from any conduct or communication which might reasonably be expected to interfere with each other's business and/or personal interests.

Confidentiality & Confidential information

25. **Keeping it confidential:** While using our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so. Some of our services, like coaching, will be subject to further confidentiality agreements and protection, which will be contained in a separate General Services Agreement.
26. **All information shared is confidential:** All information provided by you to Business Agility and by Business Agility to you is considered confidential information and is protected by the confidentiality terms of these Terms & Conditions. Information provided by you to Business Agility will be used by Business Agility in the delivery of services to you and for maintaining client / business / taxation records. This information is stored safely and securely on a strictly confidential and private basis.
27. **We will not share confidential information:** You and Business Agility will not, except in the proper course of the services, disclose, utilise or reveal to any person or make use of any Confidential Information. You will not discuss, disclose or reveal to any person the management fee structure, amount or percentage payable, deducted and/or packaged for you as we both acknowledge that this is confidential information and agree that it should remain private between yourself and Business Agility.

Security

28. **Security safeguards:** No method of electronic storage is completely secure and we cannot guarantee security. We will notify you if there appears to be unauthorised access to your portal account and we may also restrict access to certain parts of our services until you verify that access was by an authorised user.
29. **Security features:** We may introduce security features to increase security. Depending on where you are in the world or what services you're using, we may require you to adopt some of these features. Where we make the use of security features optional, you're responsible (meaning we're not liable) for any consequences

of not using those features. We strongly encourage you to use all optional security features, if applicable.

30. **Playing your part to secure your data:** You have an important part to play by keeping your portal login details secure, not letting any other person use them, and by making sure you have strong security on your own systems. If you realise there's been any unauthorised use of your password or any breach of security to your account or email address linked to your account, you need to let us know immediately. You also agree not to use free-form fields in any of our systems or services to store personal data, (unless it's a field explicitly asking for personal data - like a first name or last name) credit card details, tax identifiers or bank account details.

Maintenance, downtime and data loss

31. **Availability:** We strive to maintain the availability of our services. On occasion, we need to perform maintenance on our services, and this may require a period of downtime. We try to minimise any such downtime.
32. **Access issues:** You know how the internet works – occasionally you might not be able to access our services and your data. This might happen for any number of reasons, at any time.
33. **Data loss:** Data loss is an unavoidable risk when using any technology. You're responsible for maintaining copies of your data entered into our services.
34. **No compensation:** Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using our services.
35. **Modifications:** We frequently release new updates, modifications and enhancements to our services, and in some cases discontinue features. Where this occurs, we'll endeavour to notify you where practical (for example, by email, on our blog, or within our services when you log in).

Do's and don'ts

36. **Feedback:** We love your feedback and may use it without restriction.
37. **Using our services:** You agree to use our services only for lawful business purposes.
38. **Discussions on the Portal:** You can participate in discussions within the Portal. Only share private information if you're happy for others to know it, and don't post anything you don't have the right to share.
39. **Limitations:** Some of our services may be subject to limits, for example, there is a cap on the number of webinar sessions that you can attend per week within your paid package.
40. **While we can't cover everything here, we do want to highlight a few more examples of things you mustn't ever do:**
 - Undermine the security or integrity of our computing systems or networks.
 - Use our services in any way that might impair functionality or interfere with other people's use.
 - Access any system without permission.

- Send, introduce or upload anything to our Portal that includes viruses or other malicious code.
- Share anything that may be offensive, violates any law, or infringes on the rights of others.
- Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our services, images, information, or data provided.
- Resell, lease or provide our services in any way not expressly permitted.
- Repackage, resell, or sublicense any leads or data accessed through our services or Portal.
- Commit fraud or other illegal acts through our services or Portal.
- Act in a manner that is abusive or disrespectful to a Business Agility employee, contractor, partner, or other customer. We will not tolerate any abuse or bullying in any situation.

Liability and indemnity

41. **You indemnify us:** You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, a third-party claim against us relating to your use of our services or Portal or any third-party product or service.
42. **Disclaimer of warranties:** Our services and Portal are made available to you on an “as is” basis. Subject to the consumer law terms in section 55, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.
43. **Limitation of liability:** Other than liability that we can’t exclude or limit by law, our liability to you in connection with our services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:
 - We have no liability arising from your use of our services or Portal for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.
 - For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available sources.
 - Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your plan, package or service in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.

Disputes

44. **Dispute resolution:** Most of your concerns can be resolved quickly and to everyone’s satisfaction by contacting us and discussing the issue in good faith with regard to the bona fide intention to find a positive resolution. If we’re unable to resolve your complaint to your satisfaction (or if we haven’t been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and we agree that any dispute must be brought in the parties’ individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Important housekeeping

45. **Professional advice:** Business Agility does not provide financial, taxation or legal advice. We may provide you with information, guidance and resources that we think might be useful in starting, running, growing or improving a business, developing your career, project management or change management, but this should not be seen as a substitute for professional financial, taxation and legal advice and we aren't liable for your use of the information in that way.
46. **Events outside our control:** We do our best to control the controllables. We aren't liable to you for any failure or delay in performance of any of our obligations under these terms arising out of any event or circumstance beyond our reasonable control.
47. **Notices:** Any notice you send to us must be sent to admin@businessagility.net.au. Any notices we send to you will be sent to the email address you've provided us through your plan, package or service / service agreement.
48. **Consumer laws:** In some places, there may be non-excludable warranties, guarantees or other rights provided by law (non-excludable consumer guarantees). They still apply – these terms do not exclude, restrict or modify them. Except for non-excludable consumer guarantees and other rights you have that we cannot exclude, we're bound only by the express promises made in these terms. Our liability for breach of a non-excludable consumer guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant service (unless the non-excludable consumer guarantee says otherwise).
49. **Export limitations:** You must not use our services in violation of any export or trade embargo laws that apply to you.
50. **Excluded terms:** The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to these terms.
51. **Blocking your access, disabling your plan, package or service, or refusing to process a payment:** As our site is global, different laws may apply in different countries that restrict our relationship with you. We may block your access, terminate your plan, package or service, or refuse to process a payment if we reasonably believe there's a risk - like a potential breach of a law or regulation - associated with you, your company, your plan, package or service, or a payment. Examples of where we might do this include transactions where the payment is from a sanctioned person or country; or where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our customers or partners. You promise that you're not located in a sanctioned country and are not on a sanctioned persons list. We may also block customers or subscribers from a country if we can't receive payments from that country. You should check what payment methods are available in your country for making payments. We may take any of these actions without notice.
52. **Relationship between the parties; assignment:** Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other subscriber or invited user. You're solely responsible for resolving disputes between you and any other subscriber or invited user. Business Agility may assign these terms - or any of our rights or obligations in these terms - to another Business Agility entity as it deems appropriate.

53. **Changes to these terms:** We sometimes will decide to change these terms of use. But don't worry, changes won't apply retrospectively and, if we make changes, we'll make every effort to let you know. When we notify you, we'll do it by email. If a change isn't material, we may not notify you and just update these terms and conditions.
54. **Enforcement of terms:** If there's any part of these terms that either one of us is unable to enforce, we'll ignore that part but everything else will remain enforceable.
55. **Interpretation:** Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.

You've made it to the end. Thanks for reading our terms and conditions!