
THE MONTESSORI HUB

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF USE

1 About the Website

- 1.1 Please read these terms and conditions (the **Terms**) carefully before using our website, www.thehub.msca.edu.au (the **Website**). The Website is operated by Montessori Schools and Centres Australia Limited (ABN 42 636 033 899) (**MSCA**). Access to and use of the Website, or any of its associated services, is provided by MSCA.
- 1.2 The Website is a hub that provides Users the opportunity to share, browse and download Resources listed and uploaded through the Website.
- 1.3 MSCA reserves the right to review and change any of the Terms by updating this page at its sole discretion. When MSCA updates the Terms, it will use reasonable endeavours to provide you with notice of updates of the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records. The access and use of the Website by you after MSCA makes any changes constitutes the acceptance of any such changes and you will be bound by those changes. If you do not agree to any changes, you must cease usage of the Website, the Services and any of its associated products or services immediately.

2 Acceptance of the Terms

- 2.1 By using and/or browsing the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of our Services, immediately.
- 2.2 You may also accept the Terms by clicking 'I Accept' or 'I Agree' to the Terms where this option is made available to you by MSCA in the user interface of the Website.
- 2.3 These Terms are the agreement between you and MSCA.
- 2.4 If you are accessing and using the Website on behalf of a corporation or other entity, you warrant that you have been authorised by the corporation or other entity to enter into and agree to these Terms on the corporation's or entity's behalf and bind them to these Terms.
- 2.5 You may not access the Website or use the Services and may not accept the Terms if:
 - (a) you are below the age of 18 years old; or
 - (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are a resident in or from which you use the Services.
- 2.6 By accepting these Terms, you warrant that you have familiarised yourself with, and agree to be bound by the Terms, and the Privacy Policy found at <https://msca.edu.au/policies/> (the **Privacy Policy**). If you do not agree to the Terms or the Privacy Policy, you must cease usage of the Website and any of its associated products or Services immediately.
- 2.7 MSCA recommends that you regularly check these Terms for any material changes and to keep a copy of the Terms for your records, as the Terms may change.

3 Definitions

- 3.1 **Downloader** means the User that downloads a Resource from the Website for use.

- 3.2 **Resource** means the various policies, guidelines, contracts and other documents uploaded by an Uploader to the Website.
- 3.3 **Services** means the provision of the Website that allows Users to share, browse and download Resources listed and uploaded through the Website and communicate with other Users.
- 3.4 **User** means any user of the Website.
- 3.5 **Uploader** means the User who uploads a Resource onto the Website.

4 Registration

- 4.1 In order to access the Services, you are required to register with the Website by creating an account. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself, including the following:
- (a) your name;
 - (b) your email address;
 - (c) your phone number;
 - (d) your job title;
 - (e) your school's or centre's details including, the name, the address, the time zone, the age range of students at the school or centre and the website (if any);
 - (f) a preferred username; and
 - (g) a preferred password.
- 4.2 You acknowledge and agree that:
- (a) providing false and misleading personal information is grounds for immediate termination of your account or banning you from the Website without notice;
 - (b) you are required to upload a profile picture and the school's or centre's logo when registering for the account.
 - (c) by supplying MSCA with your email address and phone number, you may receive regular emails, newsletters, telephone calls or SMS updates from MSCA in order to keep you informed about MSCA's activities. If you do not wish to receive updates from MSCA, you may contact MSCA at thehub@msca.edu.au;
 - (d) any personal and registration information you provide to MSCA will always be accurate, correct and up to date. If at any time the personal information you have provided to MSCA changes, you must update it immediately;
 - (e) MSCA is only providing you the Services, and does not participate in any transaction between the Users, or the uploading of the Resources; and
 - (f) there are no limits placed on the number of Users a school or centre can register, however each User must have their own username and password and you are part of the school or centre leadership team and have been approved by the school principal or centre director to be a User.

5 The Services

5.1 By MSCA offering its Services to you, you acknowledge and agree that:

- (a) MSCA may receive a commission, benefit, or fee from third parties in relation to the provision of the Services to you;
- (b) MSCA does not, at any time, provide any guarantees whatsoever, whether express or implied, with respect to the success of the Service;
- (c) you shall remain solely responsible for assessing the implications and risks of using the Services; and
- (d) these Terms do not create a relationship of employment, trust, joint venture, agency, partnership or other relationship of a fiduciary nature between the parties.

5.2 You acknowledge and agree that MSCA has entered into these Terms in reliance on the acknowledgements, representations and warranties given by you in these Terms.

6 Using the Website as a User

6.1 MSCA offers a platform that provides the User with an opportunity to:

- (a) view and browse Resources posted by Uploaders, including viewing their names, profile pictures and school or centre logo;
- (b) upload a Resource to the Website;
- (c) download a Resource from the Website;
- (d) respond to and participate in message boards, online forums, and other functionalities in relation to the Resources and other posts on the Website;

6.2 The Resources will be supplied by the Uploader.

6.3 The User acknowledges and agrees:

- (a) that MSCA only offers the Services to members of MSCA and is in no way responsible for the Resources;
- (b) you will be responsible for the uploading of a Resource;
- (c) that MSCA is not responsible for the information provided in a Resource provided by an Uploader and the contents within such a Resource;
- (d) that MSCA reserves its right, at any time and without prior notice, to remove or disable your access to the Website at MSCA's discretion and for any reason, including but not limited to, if MSCA believes that you have caused any abusive, threatening, sexist or racist comments or actions made towards another User; and
- (e) to communicate with other Users respectfully and professionally.

7 Your obligations as a User

7.1 As a User, you acknowledge and agree with the following:

- (a) to comply with the Terms;
- (b) use the Website and the Services only for purposes that are permitted by:
 - (i) the Terms;
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (c) you have the sole responsibility for protecting the confidentiality of your password and/or email address and you will not disclose to any third party the password used to access your account. You agree to immediately notify MSCA of any unauthorised use of your password or email address or any breach of security of which you have become aware. Use of your password by any other person may result in the immediate cancellation of the Services;
- (d) any use of your registration information by any other person, or third parties, is strictly prohibited;
- (e) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of MSCA providing the Services and only for the duration that you are a User;
- (f) that you are personally liable for the account, even if you are acting on behalf of a third party;
- (g) to not disclose to any third party the password used to access your account. If you discover that a third party has accessed your account or knows your account password, you must immediately notify MSCA in writing at thehub@msca.edu.au;
- (h) that you are solely responsible for the activity that occurs under your account, including but not limited to any direct messages or comments you send, or any Resources you upload or download;
- (i) you must not:
 - (i) expressly or impliedly impersonate another User or use the account or password of another User at any time;
 - (ii) use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Users by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
 - (iii) provide false information including false names, addresses and contact details;
 - (iv) use the Website to advertise or offer to sell goods and services;
 - (v) use the Website unlawfully or in a manner that violates any applicable laws, regulations or these Terms;
 - (vi) hack into any part of the Website or attempt to circumvent MSCA's security, systems, infrastructure or network to access data not intended for you;

- (vii) interfere with the servers or networks connected to the Website or the Services, or violate any of the procedures, policies or regulations of networks connected to the Website or the Services;
- (viii) engage in conduct or access the Website in a way that will impose an unreasonable or large burden of traffic demands on MSCA's infrastructure or to generate leads;
- (ix) introduce or transmit files that contain a virus, malware, "spam", "chain letters" promotional materials, or "junk mail";
- (x) upload or post content to the Website which is false, misleading, defamatory or contains sexually explicit material, references or innuendos;
- (xi) act in a way that is unlawful, sexual, harassing, threatening, abusive, violent, discriminatory, intimidating, or predatory, or that otherwise would disrupt others' enjoyment of the Website.
- (xii) use the Website or Services in connection with any commercial endeavours except those that are specified or approved by the Terms;
- (xiii) create derivative works of the Website or an application substantially similar or a direct copy of the Website such that confusion may occur as to which Website is operated by MSCA;
- (xiv) resell or export the software associated with the Website or any of the Resources on the Website; and
- (xv) automate the use of the Website or the Services; and
- (j) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by MSCA for any illegal or unauthorised use of the Website.

8 Uploading a Resource

8.1 When uploading a Resource to the Website, the Uploader acknowledges and agrees that:

- (a) the Downloader may use the Resource uploaded by you in any manner contemplated by the Website and these Terms;
- (b) the Resource will be of a professional standard and will not violate any applicable laws;
- (c) the Resource posted does not infringe any intellectual property rights or other rights under the law;
- (d) you have any required permissions or authorisations to upload the Resource onto the Website;
- (e) any text, photos and information uploaded or posted onto the Website in relation to the Resource is accurate, current and correct to the best of your knowledge;
- (f) you will not be able to delete the Resource, or a Resource uploaded by another Uploader, once it is uploaded to the Website;

- (g) any Resource that you transmit is viewable by other Users of the Website, as such, the Resource may be treated as non-confidential;
 - (h) you must not upload a Resource that:
 - (i) contains any advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation; and
 - (ii) is misleading or false, obscene, harassing, abusive, threatening, discriminatory, sexual, slanderous, or promotes violence.
- 8.2 The User acknowledges and agrees that MSCA reserves the right, at any time and without prior notice, to remove the Resource from or disable your access to the Website at MSCA's sole discretion without notice and for any reason, including, but not limited to, if MSCA finds that:
- (a) the Resource is misleading or false;
 - (b) the Resource is offensive;
 - (c) the Resource is abusive, threatening, or discriminatory;
 - (d) the Resource violates these Terms;
 - (e) the Resource is harmful or damaging to the Website, the Services, and the Users;
 - (f) MSCA is required to by law, or requested to by law enforcement; or
 - (g) a claim is made that the Resource violates the intellectual property rights of a third party.

9 The Resource

- 9.1 To access the licence to the Resource, you are required to be a member of MSCA and a Member of the Website.
- 9.2 All Resources will be provided to you as, a revocable, limited, non-exclusive, royalty free license to view the Resource solely for informational purposes.
- 9.3 Neither the Uploader nor MSCA will be responsible for or liable for your commercial or professional use of the Resources.
- 9.4 The Resource available for you to access will be listed and uploaded on the Website.
- 9.5 Delivery of Resources
- (a) MSCA will deliver the Resources to you through the Website.
 - (b) By using any product, service, or functionality originating from the Website, you are allowing MSCA to share information with any third party with whom MSCA has a pertinent contractual relationship – any information necessary to facilitate its provision of products, services, or functionality to you.

- (c) MSCA may remove any Resource at any time.
- 9.6 When uploading the Resource through the Website, the Uploader agrees the Uploader will not be compensated with anything of value, including money or goods.
- 9.7 The Uploader acknowledges and agrees that MSCA only offers the Services to members of MSCA and is in no way responsible for the uploading of the Resources.

10 Copyright and Intellectual Property

- 10.1 The Website, the Service, the Resources and all of the related products of MSCA are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the Website (including the Resources, text, graphics, logos, button icons, video images, audio clips and software) (the **Content**) are owned or controlled for these purposes, and are reserved by MSCA or its licensors.
- 10.2 You may not, without the prior written permission of MSCA and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose.
- 10.3 MSCA retains all rights, title and interest in and to the Website and all related Content. Nothing you do on or in relation to the Website will transfer to you:
 - (a) the business name, trading name, domain name, logo, trademark, industrial design, patent, registered design or copyright of MSCA;
 - (b) the right to use or exploit a business name, trading name, domain name, logo, trademark or industrial design; or
 - (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- 10.4 MSCA and each User retain all rights, title and interest (including copyrights, patents and trade marks) of its content uploaded on the Website, excluding the Resources (the **Uploaded Content**). The User grants to MSCA a non-exclusive, transferable, royalty-free licence to use your Uploaded Content, trade marks and business name for marketing and promotional purposes via the Website, social media and any other medium MSCA deems fit. MSCA will own any results, methodologies, data or meta data, including any analyses, index results, or reports, which is either contained within, gleaned through, derived from, captured by, or generated by your use of the Services or the Uploaded Content (**Derivative Materials**).
- 10.5 Each Uploader retains all rights, title and interest (including copyrights, patents and trade marks) in its Resources. By uploading a Resource to the Website, you automatically grant, and you represent and warrant that you have the right to grant, to MSCA an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right and license to host, use, copy, reproduce, disclose, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Resources to other Users of the Website, who may prepare derivative works of, or incorporate into other works, such Resources.
- 10.6 You acknowledge and agree that MSCA exclusively and unconditionally owns the Moral Rights in all the Derivative Materials, Uploaded Content, materials and documents relating to the Services.

- 10.7 You acknowledge and agree that to the extent that you have Moral Rights in any of the Content, Derivative Materials, Uploaded Content, materials, and documents relating to the Terms, you will provide a Moral Rights Consent to MSCA.
- 10.8 You may read and copy the Material to the extent necessary to use the Services, but you may not publish, resell or sub-licence it. MSCA makes no guarantees, representations or warranties about the accuracy or correctness of any of the information on the Website.
- 10.9 For purposes of clause 10.9, the term “**Marks**” will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of the applicable party. All uses of a party’s Marks by the other party will be in the form and format specified in the media or promotional guidelines (if any).
- 10.10 Subject to these Terms, you hereby grant to MSCA and its affiliates for no consideration, a limited, non-exclusive and non-transferable license to use your Marks, on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in media or promotional guidelines (if any). All goodwill related to the use of any Marks shall inure to the benefit of the owner of such Marks. Each Mark licensor reserves the right to revoke the licensee’s permission to use the licensor’s Marks should the use be noncompliant with the media or promotional guidelines (if any), or negatively impacts or disparages the Mark.

11 Third Party Websites

- 11.1 MSCA works with a number of partners and affiliates whose websites may be linked with or provided by MSCA and are controlled by parties other than MSCA (each a **Third Party Website**).
- 11.2 You should review the applicable terms and policies, including privacy and data gathering practices of any Third Party Website.
- 11.3 You agree and acknowledge that MSCA does not endorse the products or services offered on Third Party Websites and MSCA will not be responsible or liable for any losses sustained by you or harm caused to you relating to or resulting in any way from any Third Party Websites.
- 11.4 MSCA is not responsible and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Website, any website accessed from a Third Party Website or any changes or updates to such sites. MSCA makes no guarantees about the content or quality of the products or services provided by such sites.

12 Privacy

MSCA takes your privacy seriously and any information provided through your use of the Website and/or the Services are subject to the MSCA Privacy Policy and MSCA Collection Notice available at <https://msca.edu.au/policies/>.

13 General Disclaimer

- 13.1 You acknowledge and agree that MSCA does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Resources other than provided for pursuant to these Terms.
- 13.2 MSCA does not warrant or represent that the Resources listed on the Website are free from error or omission or that they have been accurately described. While MSCA use reasonable efforts to ensure that the Resources are accurate, current and complete, MSCA do not represent, warrant or guarantee its accuracy, currency or completeness.

- 13.3 MSCA does not provide any guarantees as to the quality of the Resources listed on the Website.
- 13.4 The User acknowledges and agrees that the Resources may not be appropriate for use in all schools or centres and have not been created for your specific needs, objectives or circumstances. You are responsible for accessing, editing and rebranding the Resource for your school or centre. Before you act, or rely on any of the Resources, MSCA recommends you seek legal advice.
- 13.5 Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 13.6 Subject to this clause, and to the extent permitted by law:
- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
 - (b) MSCA will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 13.7 Use of the Website, the Services, and any of the products of MSCA is at your own risk. Everything on the Website, the Services, and the products of MSCA, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of MSCA make any express or implied representation or warranty about its Content or any products or services (including the products or services of MSCA) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Website, the Service, or any of its Content related products (including third party material and advertisements on the Website);
 - (c) costs incurred as a result of you using the Website, the Services or any of the Resources;
 - (d) the Content or operation in respect to links which are provided for the User's convenience; or
 - (e) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

14 Competitors

- 14.1 If you are in the business of providing similar Services as MSCA, for the purpose of providing them for a commercial gain, then you are a competitor of MSCA. Competitors are not permitted to use or access any information or content on the Website. If you breach this clause, MSCA will hold you responsible for any loss that MSCA may sustain and hold you accountable for all profits that you might make from such a breach.

15 Limitation of Liability

- 15.1 All Parties' total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 15.2 You expressly understand and agree that the Parties to these Terms, and their affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 15.3 MSCA is not responsible or liable for, including loss of profit, in any manner for:
- (a) any site content (including the Content and Third Party Websites) posted on the Website or in connection with the Services, whether posted or caused by Users, by third parties or by any of the Services offered by MSCA;
 - (b) any loss, including loss of profit, for the reliance on or the provision of the Resources; or
 - (c) any failure or delay due to matters reasonably beyond our control.
- 15.4 MSCA does not control and is not responsible for:
- (a) the behaviours and actions of Users. Accordingly, MSCA is not responsible for any offensive, inappropriate, obscene or unlawful actions that you may encounter when liaising with a User, or in connection with your use of the Services; or
 - (b) any Resource uploaded or available on the Website.

16 Termination of Contract

- 16.1 The Terms will continue to apply until terminated by either you or by MSCA as set out below.
- 16.2 If you want to terminate the Terms, you may do so by:
- (a) providing MSCA with a written notice at any time of your intention to terminate by writing to MSCA via the 'Contact Us' link on the Website's homepage; and
 - (b) closing your accounts for all of the Services which you use, where MSCA has made this option available to you.
- 16.3 Your elected termination will be effective upon receipt of the notice of your intention to terminate by MSCA.
- 16.4 MSCA may at any time, terminate the Terms with you if:
- (a) you have breached any provision of the Terms or intend to breach any provision;
 - (b) MSCA is required to do so by law;
 - (c) your membership with MSCA is terminated;

- (d) the partner with whom MSCA offered the Services to you has terminated its relationship with MSCA or ceased to offer the Services to you;
 - (e) MSCA is transitioning to no longer providing the Services to Users in the country in which you are resident or from which you use the service; or
 - (f) the provision of the Services to you by MSCA is, in the opinion of MSCA, no longer commercially viable.
- 16.5 Subject to any applicable laws, MSCA reserves the right to discontinue or cancel your use of and access to the Website and Services at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts MSCA's name or reputation or violates the rights of those of another party.
- 16.6 When the Terms come to an end, all of the legal rights, obligations and liabilities that you and MSCA have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

17 Indemnity

- 17.1 You agree to indemnify MSCA, its affiliates, employees, agents, contributors, third party content providers and licensors from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your use of the Website and/or Services, including, but not limited to:
- (a) any misuse of the Website or Services by you, including and without limitation, any dishonest, inaccurate, incomplete, fraudulent, negligent, wrongful, unlawful, or criminal act or omission by you;
 - (b) your breach of the Terms, including any misuse of the Content;
 - (c) any interaction between the Users, including but not limited to viewing a Resource, using a Resource, or the reliance on a Resource; or
 - (d) any activity which you engage in on the Website or through MSCA, including uploading or posting information.
- 17.2 This indemnity will survive termination of the Terms.

18 Force Majeure

- 18.1 **Force Majeure Event** means a cause beyond a Party's reasonable control such as acts of God, regulation or other acts of civil or military authority, a change in laws, fires, riots, protests, embargoes, floods, epidemics or any communicable diseases, quarantine restrictions, delays in transportation, inability to obtain necessary labour, materials, or manufacturing facilities, or telecommunication or utility failure or outage.
- 18.2 No Party to the Terms will be liable to any other Party for any loss or damages resulting from the delay or failure to perform as required by any provisions of the Terms that result from or are related to a Force Majeure Event.

19 Dispute Resolution

- 19.1 If a dispute arises out of or relates to the Terms, any of the parties may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought):
- (a) A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
 - (b) On receipt of that notice (**Notice**) by that other party, the parties to the Terms (the **Dispute Parties**) must within seven (7) days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree.
 - (c) If for any reason whatsoever, twenty-one (21) days after the date of the Notice, the Dispute has not been resolved, the Dispute Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee.
 - (d) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation.
 - (e) The mediation will be held in Sydney, New South Wales.
 - (f) For the avoidance of doubt, the Dispute Parties need not attend the mediation or other means of resolution in person. The Dispute Parties may attempt to resolve the matter via any means of electronic communications.
 - (g) All communications concerning negotiations made by the Dispute Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
 - (h) If thirty (30) days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Dispute Party may ask the mediator to terminate the mediation and the mediator must do so.
 - (i) In the event that the Dispute is not resolved at the conclusion of the mediation, either Dispute Party may institute legal proceedings concerning the subject matter of the Dispute thereafter.

20 Venue and Jurisdiction

- 20.1 The Services offered by MSCA are intended to be viewed by members of MSCA. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

21 Governing Law

- 21.1 The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the

laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

22 Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

23 Entire Agreement

These Terms and any terms referenced or linked herein constitute the entire agreement between the parties concerning the subject matter of the agreement and supersede all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties.

24 Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

25 Waiver

- 25.1 A waiver of any right, power or remedy under these Terms must be in writing signed by the party granting it.
- 25.2 A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 25.3 The fact that a party fails to do, or delays in doing, something the party is entitled to do under these Terms does not amount to a waiver.

26 Assignment

- 26.1 You may not assign your rights or delegate your duties under these Terms or any additional terms without our prior written consent.
- 26.2 A purported assignment without written consent will be deemed to be void and convey no rights.
- 26.3 MSCA may assign its rights or delegate its duties under these Terms or any additional terms without prior written consent.

27 Contact

If you wish to notify us about anything relating to these Terms, please contact us at thehub@msca.edu.au.