

TERMS OF USE

Last updated: 13-10-2023

1. OVERVIEW

The Terms of Use provided here preside over your use of the DigiTechworks site, services, and associated outlets (including, but not limited to, our social media outlets). Please carefully read through these terms and contact us at info@digitechworks.com.au. if you have any questions, comments, or concerns. By agreeing to these Terms of Use and using the Website, you are entering into a legally binding contract which will impact your rights. By accessing any part of the Website, you agree to be bound by these Terms of Use. You are also confirming that you have read and fully understood these Terms of Use. If you do not agree to or understand all of these Terms of Use, then you may not access the Website or use any services available on the Website. These Terms of Use should be read in conjunction with the Privacy Policy and any other rules, guidelines, or policies posted on the Website.

2. SERVICES AVAILABLE ON THE WEBSITE

Without restriction, we generally offer the following services through the Website: Professional Information and Technology skills training, resources and services. The services we offer are subject to change over time. By using the Website, you are confirming that you have determined that the services are appropriate for your needs. We do not guarantee that these services meet your needs or that they are suitable for your specific purposes.

3. USE LICENSE

Permission is granted to temporarily download one copy of any downloadable materials on the Company's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

- modify or copy the materials;
- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- attempt to decompile or reverse engineer any software contained on the School's web site;
- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person or 'mirror' the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Company at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

4. PAYMENT PROCEDURES

Payments for services or products available on the Website will be charged to you in accordance with the policies, procedures, and timelines posted on the relevant sections of the Website. You agree to pay the fees applicable to your enrollment and any other applicable fees, including but not limited to fees relating to the processing of transactions under your account ("Fees"). All initial and recurring Fees will be charged to the credit card that you authorize for your account. It is your responsibility to keep your authorized credit card valid and up to date at all times. We may terminate or block access to your account if

your credit card becomes expired or otherwise invalid at the time any Fees become due. For purposes of processing payments, we use the following service providers: Stripe and Paypal. Before using the Website, you must first review and approve the terms and conditions governing the use of these third-party payment processors, which are available at the following website(s): <https://www.stripe.com>, <https://www.paypal.com> and <https://www.polipayments.com/>

5. REFUND, EXCHANGE AND SHIPPING POLICIES

Our current policies on refunds, exchanges and responsibility for lost, broken or stolen products are posted on the Website.

6. TERMINATION

You may cancel these Terms of Use at any time by discontinuing your use of the Website.

7. LIMITATION OF LIABILITY

Except in a case where we are in violation of these Terms of Use, we will not be held liable for, and you hereby fully waive the right to claim for, any loss, injury, claim, liability or damages of any kind resulting in any way from use of the Website. Your use of the Website is at your sole risk. The Website is provided on an “as is” and “as available” basis without any warranty or condition, express, implied or statutory. We do not warrant that your use of the Website will be uninterrupted, secure or error-free. In no event will we have any liability to you or any third party for any lost profits or revenues or for any indirect, special, incidental, consequential, or punitive damages however caused, whether in contract, tort, or otherwise, and whether or not you or the third party have been advised of the possibility of such damages. In the event the foregoing paragraph, or any part thereof, is void under applicable law, this paragraph, or such part thereof, shall be inapplicable.

8. INDEMNIFICATION

You agree to indemnify and hold harmless DigiTechworks Group, including our officers, directors, shareholders, employees and agents, from and against any and all claims and expenses, including legal fees and disbursements, which are made against us and arise out of your use of the Website, including but not limited to your violation of any term of these Terms of Use or any other policy posted on the Website.

9. SECURITY BREACHES

In order to protect your security, it is your sole responsibility to ensure that all usernames and passwords used to access the Website are kept secure and confidential. You must immediately notify us of any unauthorized use of your account, including the unauthorized use of your password, or any other breach of security. We will investigate any breach of security on the Website that we determine in our sole discretion to be serious in nature, but we will not be held responsible or liable in any manner for breaches of security or any unauthorized access to your account however arising.

11. COMPLIANCE WITH LAWS

You represent and warrant that:

- i. You have the authority to bind yourself to these Terms of Use;
- ii. Your use of the Website will be solely for purposes that are permitted by these Terms of Use;

- iii. Your use of the Website will not infringe or misappropriate the confidentiality or intellectual property rights of any User or third party; and
- iv. Your use of the Website will comply with all local, provincial and federal laws, rules and regulations, and with all policies posted on the Website.

You must only use the Website for your own lawful purposes, in accordance with these Terms of Use and any notice, policy or condition posted on the Website. You may use the Website on behalf of others or in order to provide services to others but if you do so you must ensure that you are authorized to do so and that all persons for whom or to whom services are provided comply with and accept all these Terms of Use.

12. AGE RESTRICTIONS

Users under the age of 18 are only permitted to access and use the Website while under the direct supervision of a parent or guardian.

13. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Use and any access to or use of the Website shall be governed by, and construed in accordance with, the laws in force in the New South Wales (NSW). If any claim, dispute or controversy occurs between DigiTechworks Group and a User relating to the interpretation or implementation of any of the provisions of these Terms of Use, such dispute shall be resolved by private, confidential and binding arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement of the parties or, in the absence of an agreement, such arbitrator shall be appointed by a judge upon the application of either the User or DigiTechworks Group. Arbitration shall be held in the Sydney, New South Wales, unless otherwise agreed by the parties. The arbitration procedure to be followed shall be agreed by the parties or, in absence of an agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the Arbitration Act. Subject to any right of appeal, the decision arrived at by the arbitrator shall be final and binding. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

14. WAIVER OF CLASS ACTION

By using the Website, you agree to resolve any claim or dispute arising between you and us on an individual basis, rather than addressing such claim or dispute as part of a group or class. You hereby waive any right you may have to commence or participate in any class action lawsuit commenced against DigiTechworks Group or its affiliates related to any claim, dispute or controversy arising from your use of the Website. Where applicable, you hereby agree to opt out of any class proceeding against DigiTechworks Group otherwise commenced. The above waiver shall not apply to claims or disputes arising under consumer protection legislation or any other claim or dispute where a waiver of class action lawsuits is unenforceable at law.

15. GENERAL TERMS

AMENDING THESE TERMS OF USE These Terms of Use may be updated and amended from time to time. We reserve the right to change these Terms of Use at any time, and any amended Terms of Use are effective upon posting to the Website. We will make efforts to communicate any changes to these Terms of Use we deem material, in our sole discretion, via email or notifications on the Website. Your continued use of the Website will be deemed

to be immediate and unconditional acceptance of any amended Terms of Use, whether or not we deemed the amendments to be material.

ASSIGNMENT We may assign or delegate these Terms of Use, in whole or in part, to any person or entity at any time with or without your consent and without prior notice to you. Users may not assign or delegate any rights or obligations under these Terms of Use, without our prior written consent, and any unauthorized assignment and delegation is void.

NO WAIVER No waiver of a provision, right or remedy of this Agreement shall operate as a waiver of any other provision, right or remedy or the same provision, right or remedy on a future occasion.

NO AGENCY The parties to these Terms of Use are independent contractors and are not partners or agents. Dented Code. has no fiduciary obligations or professional obligations whatsoever to you arising from these Terms of Use or your use of the Website.

SEVERABILITY In the event that any provision or part of this Agreement is found to be void or invalid by a court of law, the remaining provisions, or parts thereof, shall be and remain in full force and effect.

ENTIRE AGREEMENT These Terms of Use, in conjunction with all policies and guidelines available on the Website (including but not limited to any Privacy Policy and Cookies Policy), incorporated by reference, constitute the entire agreement between you and Dented Code and supersede all prior communications, agreements and understandings, written or oral, with respect to the subject matter of these Terms of Use.

16. QUESTIONS ON THESE TERMS OF USE

We welcome you to contact us with any questions on these Terms of Use. You can send your questions regarding these Terms of Use to the following email address: info@digitechworks.com.au

17. CONFIRMATION OF AGREEMENT TO TERMS OF USE

By proceeding to use the website, you acknowledge that you have read, understood and agree to be bound by these terms of use and any policies and notices posted on the website.