

1. Membership General Terms

- 1.1 Chief HR Australia Pty Ltd (ABN: 28 675 096 929) (**Chief HR**) offers a membership (**Membership**) on the terms and conditions set out below (**Terms**).
- 1.2 The Membership inclusions and benefits are outlined on the Membership page of the website, <https://chiefhr.com.au/membership> (**Membership Information Page**) and in the accompanying brochure (**Brochure**).
- 1.3 By continuing to purchase the Membership after receiving these Terms, you warrant that you have read, understood and agree to be bound by the Terms.
- 1.4 Chief HR reserves the right to change the features, content or services related to the Membership without notice to you in order to improve the quality of the Membership offered to you or for any other reason, at its sole discretion.
- 1.5 Memberships are issued on an individual basis only and are non-transferable. A member may not send another non-member to events or sessions that are included in the Membership.

2. Acceptance and Purchase of Membership

- 2.1 You accept the Terms by clicking to accept/agree to the Terms and by continuing with your registration and purchase of the Membership.
- 2.2 In order to purchase the Membership, you must make payment of the membership fees as outlined in the Brochure (**Membership Fees**) prior to the Membership commencing, either as a single payment in full or, where Chief HR offers this option, by instalments under a Payment Plan in accordance with clause 4.7.
- 2.3 As part of the registration and purchase process, or as part of your continued use of the Membership, you are required to provide details about yourself and your business, including identification or contact details), including: email address, payment Information, business name and ABN. If you elect to pay under a Payment Plan, you acknowledge and agree that your relevant contact and payment details will also be disclosed to, and processed by, the Payment Provider (as defined in clause 4.7) solely for the purpose of administering the Payment Plan.
- 2.4 You warrant that any information you give to Chief HR in the course of completing the purchase and registration process will always be accurate, correct and up to date.
- 2.5 Once you have completed the registration process, and your Membership is accepted, you will be a member of the Membership (**Member**) and agree to be bound by these Terms.
- 2.6 Chief HR will only accept completed registrations and reserves the right to reject a registration for any reason.

- 2.7 If your registration is accepted, you will receive a confirmation e-mail on receipt of your completed registration and payment.

3. Membership Inclusions

- 3.1 Chief HR offers one membership with inclusions outlined on the Membership Information Page.
- 3.2 All inclusions are subject to change and are offered at the sole discretion of Chief HR.
- 3.3 The Membership period is 12 months (**Membership Period**), unless otherwise outlined on the Membership Information Page or the Brochure. Prior to the end of the Membership Period, we will notify you in writing at least 30 days before any automatic renewal. Your Membership will automatically renew for a further 12 months (or other period as agreed) at the then-current Membership Fees unless you notify us in writing at least 14 days before the end of the Membership Period that you wish to terminate in accordance with these Terms.
- 3.4 Chief HR reserves the right not to renew Your Membership at its discretion if, in Chief HR's reasonable opinion, You no longer meet eligibility criteria for the Membership. This may occur in circumstances where You may be in a position of conflict by providing consulting services to another Member or in circumstances where You are no longer operating in a role equivalent to that of CHRO (Chief Human Resources Officer).

4. Membership Fees

- 4.1 You agree to pay Chief HR the Membership Fees as invoiced to You in full and in advance of the full Membership Period, unless you have elected to pay the Membership Fees by instalments under a Payment Plan in accordance with clause 4.7, in which case clause 4.7 applies.
- 4.2 If you have been offered quarterly payment options for the Membership, subject to continuing to meet the Membership eligibility criteria, your Membership will renew at the end of each period unless you provide at least 14 days notice in writing via email to info@chiefhr.com.au advising that you do not wish for your Membership to renew.
- 4.3 Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST exclusive, being goods and services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999*.
- 4.4 Following payment of the Membership Fees being confirmed by Chief HR, you will be issued with a receipt to confirm that the payment has been received and Chief HR may record your purchase details for future use.
- 4.5 You acknowledge and agree that where a request for the payment of the Membership Fees is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Membership Fees.
- 4.6 In the event that any payment under these Terms is not made in full on the due date, your involvement in the Membership will cease and your details will be removed from the member database, subject to clause 4.7 where the payment default arises under a Payment Plan.

4.7 12-Month Payment Plan

- (a) Chief HR may, at its sole discretion, offer you the option to pay the Membership Fees by 12 equal monthly instalments over a 12-month period (Payment Plan), as set out on the Membership Information Page, the Brochure or at checkout.
- (b) The Payment Plan is administered on Chief HR's behalf by a third-party payment provider (Payment Provider). Use of the Payment Plan is also subject to the Payment Provider's own terms and conditions and privacy policy, which you must separately accept before your first instalment is processed.
- (c) By electing to use the Payment Plan, you authorise the Payment Provider to automatically debit each instalment from your nominated payment method on the applicable due date, and you must ensure sufficient cleared funds are available on that date.
- (d) If an instalment payment is declined, returned, reversed or otherwise fails for any reason (Default), the Payment Provider will retry the payment once, within 3 business days of the initial failed attempt.
- (e) If the retried payment under clause 4.7(d) also fails, you will be in Default of the Payment Plan and:
 - (i) you are liable for, and must reimburse Chief HR and/or the Payment Provider on demand for, all reasonable costs, fees and charges incurred in connection with the Default, including dishonour fees, banking fees, administration fees and debt recovery costs, all of which are recoverable by Chief HR as a debt due and payable;
 - (ii) the entire unpaid balance of the Membership Fees remaining under the Payment Plan will immediately become due and payable in full as a debt owing to Chief HR, without any further notice to you; and
 - (iii) Chief HR may suspend or terminate your access to the Membership under clause 4.6 until all outstanding amounts (including any costs recoverable under clause 4.7(e)(i)) have been paid in full.
- (f) Chief HR does not control, and is not responsible for, the Payment Provider's systems, processing times or security. To the extent permitted by law, Chief HR excludes all liability for any loss you incur arising from your use of the Payment Plan or any act or omission of the Payment Provider, except to the extent such liability cannot be excluded under the Australian Consumer Law.
- (g) For clarity, your obligation to pay the Membership Fees in full for the Membership Period applies regardless of whether you pay upfront or under a Payment Plan, and clauses 9.1(b) and 9.1(g) apply equally to Membership Fees payable under a Payment Plan.

5. Member Conduct and Obligations

- 5.1 As a Member, you expressly agree that you will abide by the terms of conduct set out below and will comply with the WhatsApp terms of participation below.
- 5.2 As a Member will not, through any means:
- (a) harm, harass, hassle or abuse other Members; or
 - (b) send un-welcomed communication such as spam to other Members; or
 - (c) act in an unlawful, abusive, defamatory, discriminatory or otherwise objectionable manner; or
 - (d) infringe the intellectual property or privacy rights of any Member or any third-party.
- 5.3 As a Member you will adhere to the following requirements when engaging with other Members, including in the WhatsApp group:
- (a) Add your full name and company to the beginning of each post so members know who they are interacting with;
 - (b) Use the group for sharing HR insights, talent leads, event updates, and peer support;
 - (c) Avoid promotional content, spam, or off-topic discussions;
 - (d) Treat all Members with professionalism and courtesy;
 - (e) Do not share screenshots or forward messages outside the group;
 - (f) Respect the privacy of members and the confidentiality of shared information;
 - (g) Do not share anything on the group that you would be uncomfortable sharing publicly;
 - (h) Acknowledge requests or questions when appropriate;
 - (i) Use direct messaging for sensitive or one-on-one conversations;
 - (j) When you are engaging in a one-on-one conversation with another member, take this conversation outside of the group channel to a private channel;
 - (k) Where appropriate, adopt the use of polls or other WhatsApp features to minimise the need for additional responses;
- 5.4 Chief HR, at its discretion, reserves the right to remove, edit or alter any content created by you, in the WhatsApp group or in the Membership portal, or any other related platform.
- 5.5 Chief HR retains the right to revoke your Membership or deny you access to the Membership at any time where you have materially breached these Terms and failed to remedy such breach within 7 days of written notice, or where your conduct poses a risk to other Members or Chief HR's reputation.

5.6 As a Member, you agree to comply with the following:

- (a) you will use the Services only for purposes that are permitted by:
 - i. the Terms; and
 - ii. any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Membership;
- (c) any use of your registration information by any other person, or third parties, is strictly prohibited. you agree to immediately notify Chief HR of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (d) 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 Chief HR providing the Services;
- (e) you will not use the Membership in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Chief HR;
- (f) you will not use the Membership for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Membership portal or WhatsApp group without notice and may result in termination of the Membership. Appropriate legal action will be taken by Chief HR for any illegal or unauthorised use of the Membership or associated content.

6. Intellectual Property Rights

- 6.1 You acknowledge and agree that Chief HR's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by Chief HR or its affiliates, licensors, or suppliers (as applicable) whether displayed on the Website, membership site, social media accounts or on any other related platform. **Nothing in these Terms transfers any such intellectual property rights to you.**
- 6.2 You hereby indemnify and agree to keep indemnified Chief HR against all liability, losses or expenses incurred by Chief HR in relation to or in any way directly or indirectly connected with any breach of intellectual property rights of Chief HR or any third party by you or your agents.

- 6.3 In the event of failure to seek and be granted permission to share or distribute any content in the Services, including that created by other Members, Chief HR has the right to terminate your Membership and take further action as may be appropriate to protect any and all intellectual property rights Chief HR has in content.
- 6.4 For any Services which enable you to use any software, content, equipment or other physical or non-physical materials owned or licensed by Chief HR, Chief HR grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferable license to access and use the specific Services, and any related software, content, equipment or other materials for your specific, non-commercial use only.

7. Delivery of Membership and Licence Information

- 7.1 Each Membership purchase grants you access to digital content through the Membership Portal.
- 7.2 When you purchase a Membership through the Website, Chief HR grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferable license to access and use the specific Services and any related accompanying materials, software, content including recordings, equipment or other materials for your specific, non-commercial use only (**Licence**).
- 7.3 The Licence is valid for the length of your Membership (**Licence Term**). This means the Services will be viewable via the download link for the Licence Term only. After this time the Licence will expire and you will no longer be able to access the Services.
- 7.4 The Services are intended for use in a single household within the licence Term only. Sharing of your Licence is prohibited. This includes the sharing of any supplemental Membership materials, digital resources, and access to any other aspect of the Membership.

8. Audio-Visual Recordings

- 8.1 You consent to Chief HR recording all group call sessions provided through the Services.
- 8.2 You may not record or transcribe the group call sessions without prior written consent from Chief HR. Chatham House rules apply to all group sessions, meaning that participants are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed.
- 8.3 Screen shots, clips and other material from the recorded group call sessions may be used for inclusion on Chief HR's website, blog, portfolio, or for marketing and promotional purposes, with your prior consent. You may opt out of being included by advising Chief HR in writing in advance of a session.
- 8.4 You may request access to recordings of specific core coaching calls up to 30 calendar days from the recording date and save a copy for future reference.
- 8.5 Chief HR is entitled to delete recordings after 30 calendar days.

9. Cancellation and Termination of these Terms

9.1 Cancellation and Termination

- (a) You may cancel your Membership by providing written notice to Chief HR by e-mail to info@chiefhr.com.au.
- (b) The Membership Fees are non-refundable except where required by law, including under the Australian Consumer Law. If you wish to terminate your Membership early, you will remain liable for all Membership Fees for the remainder of the current Membership Period, including, where applicable, the remaining balance under a Payment Plan (see clause 4.7(g)), subject to your rights under the Australian Consumer Law
- (c) If you are unable to attend a group session, you will not be provided with a refund.
- (d) Either party may terminate the engagement for any material breach of these Terms by providing 7 days written notice to the other party by email, provided that the breach remains unremedied during that notice period.
- (e) If the parties wish to engage in discussions, the parties may allow the other party to remedy the breach within 3 days notice, or another timeframe as agreed, and if resolution is reached then these Terms will not be terminated.
- (f) If resolution is not reached within 7 days from the date of the notice of termination, then the Terms will be terminated.
- (g) If either party terminates the Services for breach, you agree to pay Chief HR for all Services provided up until the date of Termination.

10. Third-Party Contractors and Consultants

- 10.1 Chief HR takes pride in delivering high-quality and enriching services within the Membership. Therefore, Chief HR may, at any time and with sole discretion, outsource any of the Services to third-party contractors or consultants, including guest speakers, without your prior consent. While Chief HR takes reasonable care in selecting third-party contractors or consultants, Chief HR will not be liable for any action or inaction, opinions, views or advice of any third-party contractor or consultant (Third-Party Services), except to the extent such liability cannot be excluded under applicable law, including the Australian Consumer Law.
- 10.2 Chief HR does not control any Third-Party Services, including the Payment Provider's services. Chief HR additionally makes no claim or representation regarding the Third-Party Services and accepts no responsibility for, the quality, content, nature, or reliability of Third-Party Services accessible from the Website, applications, software or any other element of the Services. There is no implied affiliation, endorsement, or adoption by you of these Third-Party Services and Chief HR will not be responsible for any content provided on or through these Third-Party Services. You should read the terms of use and legal agreements that apply to these Third-Party Services.

11. Mailing List Registration

By purchasing the Membership, you expressly consent to your details being added to the Chief HR Mailing List (**Mailing List**) and to receive promotional material, updates and other content from Chief HR in accordance with Chief HR's Privacy Policy and the *Spam Act 2003* (Cth). You may unsubscribe at any time by following the unsubscribe option included in all emails or by contacting us at info@chiefhr.com.au.

12. Disclosure and Use of Confidential Information

- 12.1 All obligations of confidence set out in these terms continue in full force and effect after the Services have been provided.
- 12.2 The Parties must not disclose any Confidential Information to any third Party without the prior consent of the other Party.
- 12.3 Each Party must keep confidential the terms of these Terms. If a Party becomes aware of a breach of this obligation, that Party will immediately notify the other Party.
- 12.4 These Terms prohibit the disclosure of Confidential Information by either Party except in the following circumstances:
 - (a) the disclosure is to a professional adviser for it to provide advice in relation to matters arising under or in connection with these terms and the related Party has consented to the disclosure of such information to the professional adviser;
 - (b) the disclosure is required by applicable law or regulation; or
 - (c) if the confidential information is already in the public domain at no fault of either Party.

13. Liability

- 13.1 You acknowledge that Chief HR offers the Services with no guarantee of specific results or outcomes. However, Chief HR will provide the Services with due care and skill as required by the Australian Consumer Law. You acknowledge that the effectiveness of the Services may depend on various factors, including your own engagement and business circumstances.
- 13.2 Chief HR's total liability arising out of or in connection with the Membership and 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, except where such limitation would contravene any statutory rights under the Australian Consumer Law or other applicable laws that cannot be excluded.
- 13.3 You expressly understand and agree that Chief HR, its affiliates, employees, agents, contributors and licensors will 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 will 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.

14. Information Disclaimer

- 14.1 Any information, advice, content or documentation provided through the Services, including in the associated Membership Portal, podcast, on the Website, social media accounts or on any other related platform does not constitute professional, financial, business, legal or other advice, and is provided for general information and guidance purposes only. This includes, but is not limited to, information, guidance or advice provided by third-party guests and speakers on the Chief HR social media accounts, and Chief HR expressly disclaims all liability for any such third-party content to the extent permitted by law.
- 14.2 All care is taken in the preparation of the information and published materials on the Membership Portal, podcast, on the Website, social media accounts or on any other related platform. Chief HR does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose, except as required by law.
- 14.3 To the extent permissible by law, Chief HR will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs which might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or your reliance on the information, advice or documentation in the Membership Portal, podcast, on the Website, social media accounts or on any other related platform, except where such liability cannot be excluded under the Australian Consumer Law or other applicable laws.

15. Waiver

- 15.1 A waiver of any right, power or remedy under these Terms must be in writing signed by the party granting it. 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.
- 15.2 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.

16. No partnership or agency

Nothing contained or implied in these Terms will create or constitute, or be deemed to create or constitute, a partnership, joint venture, or employment relationship between the parties. Neither party has authority to act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other party to any obligation.

17. Governing Law & Jurisdiction

These Terms are governed by the laws of Victoria, Australia. In the event of any dispute arising out of or in relation to the Services, the parties agree that the exclusive venue for resolving any dispute will be in the courts of Australia, situated in Victoria, Australia.

18. Indemnity

You agree to indemnify Chief HR, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) 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 Services;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and
- (c) any breach of the terms.

19. Dispute Resolution & Mediation

If a dispute arises out of or relates to the terms of these Terms, neither party may commence any legal proceedings in relation to the dispute (except for urgent interlocutory relief) unless they have first attempted to resolve the disagreement through mediation with an appropriate mediator to be appointed by mutual agreement of the parties.

20. Severance

Any provision of these Terms which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of such provisions in any other jurisdiction.

21. Assignment and Novation

You agree Chief HR may delegate and/or subcontract any obligations under these Terms for the purpose of providing the Services, as required and at the discretion of Chief HR, to any suitably qualified and experienced party without your consent. If Chief HR does exercise its rights under this clause, Chief HR remains liable and responsible to you in respect of the Services.

22. Entire Agreement and Modifications

The parties confirm and acknowledge that these Terms and the Membership Information Page constitute the entire agreement between them and supersede and override all previous communications, representations, and agreements, either oral or written, between the parties with respect to the subject matter hereof.