

TRINITYP3 TERMS AND CONDITIONS TO MENTORING PROGRAM

Trinity P3 Pty Ltd ACN 091 197 287 (“TrinityP3” or “us” or “we” or “our”) of Suite 702, 53 Walker Street, North Sydney NSW 2060 provides access to a professional community and an Online Platform that connects mentors (“Mentor” or “you”) with individuals seeking mentoring services (“Mentee” or “you”). By accepting these terms and conditions, you enter into an Agreement with TrinityP3 for the provision of the Services through the Online Platform on the terms and conditions set out below.

1. ENGAGEMENT AND TERM

- 1.1 The Agreement is made between you and TrinityP3 whereby you engage TrinityP3 to provide access to the Online Platform to facilitate the provision of the Services.
- 1.2 The Agreement starts on the date you accept these terms and conditions and ends in accordance with the provisions of the Agreement. If either party terminate this Agreement in accordance with the provisions of clause 7, you will be required to pay TrinityP3 for use of the Services in accordance with clause 7.

2. DISCLAIMER

- 2.1 In engaging in the Services and using the Online Platform, you acknowledge that:
 - (a) no guarantees or representations have been made as to the profits, success or financial benefits that you might personally achieve from the Services, and that any profits, success, benefits or other results that you achieve from the Services will be dependent upon your level of application, effort and the choices that you make;
 - (b) the Services are designed to provide general support and encouragement. It is not designed to make decisions for you or to provide specific financial or legal advice;
 - (c) the information you receive from the Services and its associated Mentors does not constitute specific accounting, tax, legal or other similar type advice, nor does it replace the advice of your solicitor, accountant or other advisers; and
 - (d) any investment necessarily entails the risk of financial and other losses. TrinityP3 does not warrant that following the general advice of your Mentor or using the content and resources provided on the Online Platform will prevent you incurring a Loss or other adverse outcomes.

3. THE SERVICE

- 3.1 The Services and Online Platform will provide variety of tools that allow you to meet Mentors or Mentees, exchange information and perspectives, access content, share knowledge, make decisions from building trusted relationships with individuals or groups of individuals.
- 3.2 The Services provided on the Online Platform may occur privately or in public discussion forums via videoconferencing, chatroom, messaging, email and document collaboration.
- 3.3 To engage with the Services and use the Online Platform you will be required to create an account on the Online Platform which includes creating an individual profile which may require you to provide information such as your name, professional history, academic history, accomplishments, work experience, areas of interest, blogs and websites you manage or wish to refer to.
- 3.4 You acknowledge that the information provided on your profile facilitates you meeting Mentors and Mentees and you agree to provide TrinityP3 with accurate

information, including your real name, when you create your account on the Online Platform.

- 3.5 If you are unable to find a Mentor or Mentee who share your interests and goals, TrinityP3 will facilitate the matching of Mentees with a Mentor. Whilst best efforts are undertaken to match Mentors and Mentees based on the criteria of professional goals and experiences, TrinityP3 cannot guarantee that the resulting match will align with this criteria.
- 3.6 You acknowledge that the Services are promoted by TrinityP3 through the Online Platform and in performing this function, you acknowledge and agree that:
- (a) TrinityP3 do not guarantee or verify the accuracy or validity of Mentor or Mentee profiles;
 - (b) Mentor and Mentee profiles are created by each individual Mentor or Mentee;
 - (c) Mentors and Mentees are responsible for confirming the identity of their respective Mentor or Mentee;
 - (d) TrinityP3 can only monitor the successful completion of Services conducted on the Online Platform. Any Services undertaken outside of this will not be monitored and we will not be of any assistance in the case of a dispute as to the completion or non-completion of the Services. If a Mentee agrees with a Mentor to conduct the Services outside of our Online Platform, you agree that we cannot supervise these Services and any disputes that arise will be dealt with in accordance with clause 12;
 - (e) There is no relationship of trust between TrinityP3 and Mentors and nothing in these terms constitutes or deems any Mentors as TrinityP3's employees or agents;
 - (f) TrinityP3 has no control over the Services or conduct of Mentees, Mentors and other users of the site and Services, and disclaims all liability in this regard;
 - (g) If a Service is unable to commence, or is interrupted due to technical issues of the site, TrinityP3 does not take responsibility and the Mentor and Mentee are expected to re-schedule the Services to another time;
 - (h) The Online Platform and associated services are provided "as is", "where is", "as available", "with all faults" and, to the fullest extent permitted by law, without warranty of any kind. TrinityP3 and its licensors disclaim all warranties with respect to the Online Platform and services including the implied warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties regarding quiet enjoyment, quality of information, quality of advice, security, reliability, timeliness, availability of backed-up data and performance of the Online Platform and services. TrinityP3 does not warrant that the Online Platform and Services will meet your requirements, or that the operation of the site and Services will be uninterrupted or error-free, or that defects in the Online Platform and Services will be corrected, or that encryption algorithms, associated keys and other security measures will be secure or effective.

4. YOUR OBLIGATIONS AND WARRANTIES

- 4.1 To be eligible to access the Online Platform and use the Services, you represent and warrant that you:
- (a) are at least 18 years of age, and have given, or will give, to TrinityP3 information which is true, accurate and not misleading in any material respect;

- (b) acknowledge sole responsibility for and assume all risk arising from your use of the Services, Online Platform any Third Party Service;
- (c) are not currently restricted from providing the Services;
- (d) have legal capacity to understand and accept these terms and conditions;
- (e) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party;
- (f) will not violate any of TrinityP3's rights, including intellectual property rights such as patent, copyright, and trademark rights; and
- (g) agree to provide at your cost all equipment, browser software, and internet access necessary to use and/or provide the Services.

4.2 You acknowledge and agree:

- (a) to abide by the professional standards of behaviour set out in clause 5;
- (b) to attend to the provision of the Services as and when agreed with the Mentee;
- (c) to treat all information obtained during the Services as confidential, and not take commercial advantage of any Confidential Information gathered during the Services, or enable others to do so;
- (d) if you are a Mentor you will provide the Services with due care, skill and diligence and act in a proper and professional manner;
- (e) TrinityP3's performance under this Agreement depends on you carrying out your obligations as set out in this Agreement;
- (f) TrinityP3 is not responsible for any delay or other consequence that results from your failure to perform any of the your responsibilities under the Agreement;
- (g) TrinityP3 is not liable for Loss or damage that the Mentor, Mentee or any other person sustains, directly or indirectly, in connection with TrinityP3's reliance on information and software it receives, or is given access to, from you;
- (h) if you fail to satisfy your responsibilities under the Agreement, TrinityP3 can modify, replace, refuse access to, suspend or discontinue the Services, partially or entirely, or change and modify prices for all or part of the Services in our sole discretion;
- (i) nothing in this Agreement prevents TrinityP3 from providing services of a similar nature to any other client;
- (j) to the full extent permitted by law, all warranties, conditions, representations and liabilities are excluded including any implied by statute; and
- (k) TrinityP3 does not accept any liability or responsibility to any third party who benefits from the Services.

5. PROFESSIONAL STANDARDS OF BEHAVIOUR

You must at all times maintain professional standards of behaviour by:

- (a) dealing respectfully, courteously, fairly and equitably with others, with due regard for their moral and legal rights and obligations;
- (b) making decisions that are risk-informed, reasonable, timely, procedurally fair and appropriate to the circumstances, based on all the relevant facts and supported by adequate documentation;
- (c) valuing difference, diversity, opinions, choices and approaches of others, and practise tolerance and sensitivity in your interactions, particularly in relation to personal beliefs, religions and cultural values;

- (d) not engage in or condone offensive, unwelcome, degrading or humiliating behaviour, actions or comments;
- (e) not harass, bully, unlawfully discriminate against or threaten others, or engage in any form of physical violence, menacing or stalking behaviour, and do all that is reasonable to prevent such behaviour;
- (f) not engage with the Services or access the Online Platform when intoxicated or impacted by drugs;
- (g) ensuring that your communications are always respectful, professional and lawful, and do not include false, obscene, threatening, harassing, discriminatory or hateful comments to or about TrinityP3 or others; and
- (h) taking reasonable care to ensure your own safety and health and avoid adversely affecting the safety or health of others.

6. FEES & PAYMENT

Membership fee

- 6.1 To receive the Services and access the Online Platform, Mentees are required to pay a Membership Fee. The Membership Fee can be paid:
- (a) annually, by way of an upfront payment of \$300.00; or
 - (b) monthly, by way of automatic monthly direct debits of \$30.00.

- 6.2 If a Mentee does not pay their Membership Fee, they will cease to participate in the Services and will be removed from the Online Platform.

Direct Debit

- 6.3 If you elect to pay the Membership Fee monthly you must sign a direct debit request authorising TrinityP3 to arrange for funds to be debited, using the card details provided and nominated by you. Your card will be debited once per month on or around the 1st of the month. If the debit day falls on a day that is not a business day, your card will be debited on the following business day.
- 6.4 It is your responsibility to ensure there are sufficient clear funds available on the card nominated by you in the direct debit agreement to allow a debit payment to be made in accordance with the direct debit request. It is your responsibility to provide correct card details and to update your card details prior to the expiration date.
- 6.5 If there are insufficient clear funds available on your card to meet a debit payment, incorrect card details are provided, or if the payment is in any way declined through TrinityP3's merchant gateway:
- (a) you may be charged a fee and/or interest by your financial institution;
 - (b) you may also incur fees or charges imposed or incurred by us; and
 - (c) you must arrange for the debit payment to be made by providing updated card details or arranging for sufficient clear funds to be on your existing card within three (3) business days of the original debit date.

7. TERMINATION

- 7.1 TrinityP3 can terminate the Agreement at any time in respect of you, or disable or suspend (temporarily or permanently) your use of the Services and Online Platform at any time, with immediate effect and without notice to you at our sole discretion.
- 7.2 A Mentee or a Mentor may without cause, provide TrinityP3 notice to terminate the Agreement. Such notice is to be provided in writing to mentoring@trinityp3.com.
- 7.3 Where a Mentee's Membership Fee is paid monthly, the Mentee will retain access to the Services and Online Platform for the balance of the month in which they provide notice to terminate the Agreement and no refund of the Membership Fee already paid will be provided TrinityP3.

7.4 Where a Mentee's Membership Fee is paid annually, the Mentee will retain access to the Services and Online Platform for the balance of the month in which they provide notice to terminate the Agreement and obtain a partial refund of the balance of the remaining months of which had been pre-paid for by way of the annual Membership Fee to be calculated pro rata.

8. PRIVACY, CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8.1 Mentorship pairings are established through a confidential process based on information provided upon registration. Contact details received by TrinityP3 are kept strictly confidential and are used for the sole purpose of contacting you.

8.2 Mentors and Mentees will maintain the confidentiality of all matters discussed in a mentoring situation. Mentors, Mentees and representatives of TrinityP3 shall not disclose to any person the whole, or any part of, the Confidential Information, nor use any part of the Confidential Information for their own purposes, or for the benefit of any third party, without the prior written consent of all parties involved.

8.3 TrinityP3 collects and manages the personal information you provide in accordance with the Privacy and *Personal Information Protection Act 1998*. TrinityP3 collects and uses this information to determine whether your application is eligible for the Services, to provide your contact details to proposed Mentors so that they may communicate with and assist you, to provide the Services to you, to improve the quality of the Services, and to provide you with information about other Services we offer.

8.4 Registration data and other information about you are subject to our Privacy Policy. To view our Privacy Policy and read more about why we collect personal information from you and how we use that information [click here](#).

8.5 You have the right to access and correct any of your personal information at any time, once we have collected it. To access or amend your personal information relating to the Services, applications should be made in writing to mentoring@trinityp3.com.

8.6 Each party shall be entitled to disclose any Confidential Information received to the extent it is required to comply with statutory or legal obligations, provided that the party first gives notice to the other party and complies with any reasonable direction of the other party. This clause shall survive the termination of this Agreement.

8.7 When discussing matters, sharing documents or other such information when engaging in the Services, both parties are bound by strict confidentiality and that failure to do so may result in suspension from the Services and further action if necessary. If you feel you are unable to uphold this requirement, due to legal implications or discovery of sensitive information, please contact TrinityP3 immediately.

8.8 The Mentor and Mentee agree to have no rights to the intellectual property of the other. The Mentor shall not have any pecuniary or non-pecuniary interest in the Mentees' business and vice versa. Any conflict of interest should be declared to TrinityP3.

8.9 The text, graphics, images, video, artwork, metadata and other data, design, organisation, compilation, advertising and all other protectable Intellectual Property available through the Services or any other content, product, or service are our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws. Unless you have our written consent, you may not use, sell, publish, distribute, retransmit or otherwise provide access to the Intellectual Property received through the Services to anyone.

8.10 If you access the Services or any other content, product, or service using a password, you are solely responsible for maintaining the confidentiality of that

password. If you provide someone else with access to your password to the Services, they will have the ability to view information about your account and make changes through the Online Platform for the Services. Similarly, if you tell someone the answer to your security question, they will be able to request information about your account and make changes through the account settings page. You agree to notify us promptly if you change your billing and delivery addresses and email address so we can continue to contact you and send any notices required hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address shall be deemed sufficient notice.

9. THIRD PARTY PLATFORMS

- 9.1 You acknowledge and agree that the provision of the Services and the Online Platform may require you to use or access a Third Party Service.
- 9.2 Your use or access of any Third Party Service is voluntary and you acknowledge and agree that you will be individually bound by the separate terms and conditions of any Third Party Service. You shall be solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software you may decide to use to provide the Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to use of any Third Party Service.
- 9.3 TrinityP3 shall not be responsible for any Loss or corruption of data, lost communications, or any other Loss or damage of any kind arising from any such Third Party Service.

10. INDEMNITY AND LIMITATION OF LIABILITY

- 10.1 You indemnify and agrees to keep indemnified, TrinityP3 from all reasonable Loss incurred by TrinityP3 arising from or in any way connected to you in respect of this Agreement or provision of the Services, except to the extent that the Loss has resulted from the willful misconduct or fraudulent behavior of TrinityP3.
- 10.2 TrinityP3 its agents, sub-agents, officers, directors, related entities, employees and representatives will not be liable for any direct, indirect, incidental, consequential, claim, Loss (including loss of profits, loss of data and loss of business opportunity), damage, injury, death or any act, omission or default by the Mentor, Mentee or any other persons or claims made against the Mentor or mentee arising out of or in relation to this Agreement or the performance of the Services by TrinityP3 whether or not such Loss or damage was foreseeable or foreseen by either party.
- 10.3 TrinityP3 is discharged from all liability in respect of the Services, whether under the law of contract, tort, statute or otherwise and the Mentor or Mentee will not be entitled to commence any action or claim whatsoever against TrinityP3 its agents, sub-agents, officers, directors, related entities, employees and representatives of TrinityP3 in respect of the Services.
- 10.4 The obligations under this clause will survive termination of this Agreement.

11. RELEASE

- 11.1 TrinityP3 reserves the right to exercise its discretion to change any or all of the terms and conditions of the Services and Online Platform and has the right to suspend further participation in the Services and Online Platform for any Mentor or Mentee that does not comply with these terms and conditions.
- 11.2 The Mentee waives all rights and entitlements to any claims, actions, suits, legal proceedings, demands, costs, losses, damages and expenses against the Mentor and TrinityP3, now and at any future time, that are in any way related to any act or omission of the Mentee and/or TrinityP3 to the Mentor done in good faith under the program.

- 11.3 Mentors are required to provide assistance and advice in good faith. No responsibility is assumed for the accuracy of any information or advice given by Mentors, or for any actions taken by Mentees as a result of such assistance or advice.
- 11.4 TrinityP3 does not endorse or promote any individual item, organisation, business or service, or provide an unfair competitive advantage to any organisation, product, business or service. The Services and Online Platform is not to be used as an avenue to solicit business or commercial gain.

12. DISPUTE RESOLUTION

In the event of any dispute between the parties:

- (a) the parties will use their best endeavours to try to resolve the dispute amicably through negotiations in good faith, discussion and other communication. Each party can (upon giving at least 7 days written notice to the other) bring to any meeting an independent third party professional with appropriate qualifications to discuss the issue in question and seek to achieve a resolution; and
- (b) if the dispute is not resolved through negotiation then any party can, by written notice to the other sent any time, set out the details of the dispute and nominate a resolution and serve such notice on the other parties,

if within five (5) business days of the written notice, the resolution proposed in the notice has not been accepted, the parties agree to refer their dispute to mediation and the parties agree that resolution of any dispute will be treated as urgent and all parties will use their best endeavours to attend and provide information and generally give effect to the mediation and will, wherever possible, avoid delay.

13. ASSIGNMENT

The Mentor or Mentee cannot novate, assign or transfer their rights under this Agreement without the prior written consent of TrinityP3.

14. AMENDMENTS

TrinityP3 reserves the right to update or revise these terms and conditions at any time. Should these terms and conditions be updated, we will use our reasonable efforts to notify you of those changes. Your continued use of the Services and Online Platform following any changes to these terms and conditions will constitute your acceptance of any changes we make.

15. ENTIRE AGREEMENT

- 15.1 To the extent permitted by law in relation to the subject matter of this Agreement, this Agreement:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed on between the parties; and
- (b) supersedes any prior written or other agreement, representation, negotiation, arrangement, understanding and all other communications between the parties.

- 15.2 If there is any conflict or inconsistency between the terms and conditions and provisions of this Agreement with any other document, the terms and conditions will prevail.

16. NOTICES

Any notice to be given in conjunction with the operation of this Agreement must be:

- (a) in writing; and
- (b) sent by post or email to the last known postal address or email of the recipient.

17. WAIVER

Failure to exercise or enforce or a delay in exercising or partially enforcing or exercising any right, power or remedy provided under the law or this Agreement by any party will not in any way preclude or operate as a waiver of any exercise or enforcement or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Agreement.

18. SEVERABILITY

18.1 If a provision of this Agreement is or becomes invalid or unenforceable in a jurisdiction it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

18.2 Any prohibited, unlawful, void or unenforceable provision will be replaced by an allowable, lawful, effective and enforceable provision which so far as is possible will have the same economic benefit or burden for the parties as the severed provision was intended to achieve.

18.3 All obligations of the parties survive expiration or termination of this Agreement to the extent required for their full observance and performance.

19. LAW AND JURISDICTION

This Agreement is governed by the law in force in the state of New South Wales and will be construed in accordance with that law. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

20. DEFINITIONS

“**Agreement**” means the terms and conditions forming part of this document;

“**Confidential Information**” means any information about a party, its operations, products and customers acquired by the other party (or any of its employees or agents) whilst, or as a result of, performing the Services or using the Online Platform which is not in the public domain, other than as a result of breach of confidence. For the avoidance of doubt, this includes all the Intellectual Property of the TrinityP3;

“**Intellectual Property**” means all present and future rights to intellectual property including inventions and improvements, trade marks (whether registered or common law trade marks), patents, designs, copyright and all rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, formula or work product;

“**Loss**” means any and all claims, costs, suits, demands, liabilities and expenses, including but not limited to legal fees and disbursements incurred in rectifying a breach of the Agreement and/or recovering amounts due and payable from the Mentor or Mentee arising from or in any way connected to the Agreement;

“**Membership Fee**” means the fees set out in clause 6.1;

“**Online Platform**” means the website or digital service provided by TrinityP3 or a Third Party Service which facilitates the provision of the Services;

“**Third Party Service**” means any website or digital service provided by a third party separate and distinct from TrinityP3;

“**TrinityP3**” means Trinity P3 Pty Ltd ACN 091 197 287; and

“**Services**” means mentoring services whereby Mentors or Mentees meet other Mentors and Mentees and access our professional community to exchange information and perspectives, access content, share knowledge, make decisions from building trusted relationships.

21. INTERPRETATION

In this document, unless the context indicates otherwise:

- (a) The words “include”, “including”, “for example” or “such as” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- (b) A clause, schedule or annexure is a reference to a clause, schedule or annexure of this Agreement.
- (c) a reference to “\$” or “dollars” refers to the currency of Australia from time to time.
- (d) In the interpretation of this Agreement no rules of construction shall apply to the disadvantage of one party on the basis that that party put forward this Agreement or any part of it.