

Terms and Conditions

This Agreement governs the supply of Products and Services by the Company to the Client and forms a binding contractual agreement.

1. DEFINITIONS AND INTERPRETATION

In this Agreement unless the context indicates otherwise, the following words have the following meanings:

Agreement means these Terms and Conditions.

Client means the person or entity that has placed an order to purchase Products from the Company's website, accessible from <https://www.crucialdimensions.com.au>, or Product Training, and includes any officers, employees, contractors, representatives or consultants of that person or entity.

Commencement Date means the date the Company accepts the Client's order for purchase of the Products.

Company means Our Collective Genius Pty Ltd (ACN 141 457 258) trading as Crucial Dimensions (ABN 65 141 457 258).

Completion Date means the date that is one (1) year after the Commencement Date.

Intellectual Property means all Intellectual Property rights at any time recognised by law, including all present and future copyright, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets and know-how, registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Laws means all common law, principles of equity, statute, legislation or subordinate legislation of the Commonwealth of Australia, the State of Western Australia or local and other government regulations enforced in the State of Western Australia, irrespective of where enacted.

Products mean the goods or services provided by the Company to the Client in accordance with this Agreement, including the following:

- books, articles, participant materials, instructor materials and other materials;
- internal training services;
- virtual and in-person course and seminars;
- trainer certification services;
- learner guides;

Term means the term of this Agreement which starts on the Commencement Date and concludes on the Completion Date.

Virtual Learner Guide means a training kit modified for virtual training, provided by the Company to the Client in a secure, downloadable PDF format.

Website means the Company's website accessible from www.crucialdimensions.com.au.

2. PURCHASE OF PRODUCTS AND PAYMENT

2.1 Products will be purchased by the Client by placing an order using the Website, or by direct communication with an officer of the Company by email or telephone.

2.2 The Company will not be required to accept any orders placed by the Client. Upon receipt of an order, the Company will provide its acceptance by sending an email confirmation of the order to the Client. An order will not be binding until email confirmation is sent from the Company to the Client.

2.3 The Client will ensure that payment for Products is duly made to the Company at the time of placing an order, or in any event within thirty (30) days.

2.4 All purchases of Products are non-cancellable and non-refundable.

2.5 Orders for any additional Products must be placed by the Client no later than 21 days prior to the date of the relevant event for which the additional Products are required.

3. SUBSCRIPTIONS

3.1. Duration. Initial User subscriptions will begin and continue for the initial "Subscription Period" as stated in the applicable Order. Any additional User subscriptions added after the beginning of a Subscription Period will continue for the duration of the Subscription Period. Subscriptions added during the Order term will be prorated and billed for the remainder of the current Order term.

3.2. Renewal. User subscriptions may automatically renew for additional Subscription Periods of one year at the then current Company price, depending on the type of subscription. There shall be no automatic renewal if either party gives the other party notice of non-renewal at least sixty (60) calendar days prior to the end of the relevant Subscription Period or if renewal pricing is based on the actual number of current and anticipated users.

3.3. Data Protection. The Client acknowledges and agrees that the Company utilises third party portals to manage and provide subscription services. The security of all Client data provided for the purposes of subscriptions, including personal and payment information, is maintained and protected by these third-party providers in accordance with their respective security policies and data protection standards. The Company does not control and is not responsible for the security practices of these third-party portals but will make reasonable efforts to ensure that such providers comply with applicable data protection laws.

4. CANCELLATION OF PRODUCT EVENTS

4.1 In the event that the Client cancels a Product, which involves the Company attending an event to provide its goods and services (herein referred to as a "Product Event"), the Client acknowledges that it is responsible for all non-refundable travel costs incurred by the Company, regardless of when the Product Event was cancelled.

4.2 If a Client cancels a Product Event, with less than thirty (30) days' notice to the Company, the Client acknowledges it is responsible for payment of the total price of the Product Event and will not be provided with any refund.

4.3 In the event that the Client cancels a Product Event, with more than thirty (30) days' notice to the Company, there will be no cancellation fee and any fees paid by the Client for the Product Event can be used as a credit for the Client to purchase other Products.

4.4 The Client acknowledges that it must provide the Company with notice of cancellation of Product Events by email to Josh Marshall (josh@crucialdimensions.com.au) or alternatively by post to Crucial Dimensions, PO Box 519, Subiaco 6904. The Client and the Company agree that notice will be deemed to be provided on the date it is received by the Company.

4.5 The rescheduling or postponement of a Product Event by a Client will be treated in the same manner as a cancellation and is subject to the above calculation policy.

5. INTELLECTUAL PROPERTY

5.1 The Client acknowledges and agrees that all Intellectual Property contained within the Products is owned by the Company or its Licensors and can only be used in accordance with this Agreement.

5.2 The Company acknowledges and agrees that the Client will retain ownership of any Intellectual Property contained within any of the Client's products, services, inventions, techniques, dates, designs and other information.

5.3 The Client acknowledges that certain materials associated with The Power of Habit Course are the owned by Charles Duhigg who licensed this Intellectual Property to the Company.

5.4 The Company hereby grants to the Client a non-exclusive, transferable, limited licence to use the Intellectual Property in relation to the courses supplied by the Company to the extent necessary to allow the Client the full use and enjoyment of the courses for their internal purpose but not for any external purpose, for the duration of the Term. The Client will not have any right to copy, distribute, publicly display, licence, sublicense, create derivative works from, or make any other use of any Intellectual Property within the Products.

5.5 During the Term, the Company agrees to indemnify the Client from any third party Intellectual Property infringement claims and liabilities (including reasonable legal fees) that may arise in relation to the Client's authorised use of the Products. This indemnity does not apply to any infringement that is attributable to Intellectual Property which is provided by the Client and is unrelated to the Products.

5.6 The Company will provide the Client with all necessary course materials included as part of the Products, including but not limited to, videos, slides, and participant materials (herein referred to as the "IP Assets").

5.7 The Client agrees to use the IP Assets only to teach the above referenced course by a certified Crucial Dimensions trainer. The IP Assets cannot be used by the Client in any other capacity.

5.8 The Client agrees to delete the IP Assets from all its IT systems in the event that the Client decides to discontinue the course purchased from the Company.

5.9 The Client agrees to teach individuals for whom the Client has purchased a Virtual Learner Guide from the Company. The Client agrees to complete an order confirmation for each purchase of a Virtual Learner Guide. The Client may purchase Virtual Learner Guides in bulk or for each individual course. If Virtual Learner Guides are purchased in bulk, the Client agrees to provide the Company, with an accurate record of each participant's email address for tracking to avoid unauthorised distribution of digital files and IP assets.

6. WARRANTIES & LIMITATION OF LIABILITY

6.1 The Company represents and warrants to the Client that:

- it has the capacity and right to enter into this Agreement and supply the Products;
- it has the right to sell, and transfer title to the Products to the Client;
- it is entitled to use and deal with any Intellectual Property rights which may be used by the Company in connection with the Products;
- the Products, when used in accordance with this Agreement, will not infringe or otherwise violate any Intellectual Property rights held by third parties and will be free from material defects in materials and workmanship when delivered.

6.2 The Client acknowledges its sole remedy for a defective Product or part of a Product, is that the Company will replace the Product or part of the Product and will be responsible for any delivery costs associated with transporting the Product.

6.3 Other than the warranties expressly provided in this clause, the Client acknowledges that the Company provides the Products without warranties of any kind, either express or implied to the fullest extent permitted by the Australian Consumer Law (ACL) and any other Laws applicable to this Agreement.

6.4 To the extent permitted by any applicable Laws, the Client acknowledges that the Company's liability to the Client in connection with any Products supplied under this Agreement, shall not exceed an amount equal to the total amount paid by the Client to the Company for the Products.

6.5 The Client acknowledges that the Company, including all its officers, employees, agents, contractors, representatives and consultants, will not be liable for any losses, damages, costs, expenses or compensation of any kind, arising out of, or in any way connected with the provision of the Products or this Agreement.

7. COMPLIANCE WITH LAWS

7.1 When performing their obligations under this Agreement, the Client and Company agree to comply with all applicable Laws relevant to the provision of the Products by the Company.

7.2 Specifically with regard to export control, the Client hereby acknowledges that all Products provided under this Agreement are subject to Australian Export Control Laws and may not be provided directly or indirectly to any country to which export is prohibited.

8. CONFIDENTIAL INFORMATION

8.1 The Company and Client acknowledge that in this Agreement "Confidential Information" means any technical, scientific, commercial, financial or other information of, about or in any way related to the Company, including any information designated by the Company as confidential, which is disclosed, made available, communicated or delivered to the Client, and includes any information relating to this Agreement, and any other information that either party reasonably holds in confidence or has received from a third party under an obligation of confidentiality.

8.2 The following information will not be considered Confidential Information:

- any information that is already generally available in the public domain, information that is known by the receiving party prior to the disclosure, and information that becomes known through a third party under no obligation not to disclose it.

8.3 During the Term and for seven (7) years thereafter, the Company and the Client agree to maintain the other party's Confidential Information as strictly confidential and agree not to directly or indirectly, disclose or reveal the Confidential Information to any third party, or seek to use the Confidential Information for any purpose other than as contemplated under this Agreement.

8.4 The Client hereby consents to the Company publishing or otherwise making available information in relation to the Client to a Western Australian Government entity only to the extent it is required to do by any Laws applicable to this Agreement.

8.5 The Company acknowledges that it will be bound by the Information Privacy Principles as defined in the Privacy Act 1988 (Cth) when carrying out this Agreement.

9. TERMINATION

9.1 The Company may terminate this Agreement with immediate effect (or with effect from a specified date), by giving notice in writing to the Client, if the Client:

- breaches any provision of this Agreement that is not capable of remedy;

- breaches of any provision of this Agreement where that breach is capable of remedy, and the Client fails to remedy the breach within ten (10) business days after receiving written notice requiring it to do so (or such later date as may be specified in that notice);
- commit breaches of fraud, dishonesty or any other seriousness misconduct;
- suffers from an insolvency event.

10. INSURANCE

10.1 The Company agrees to maintain in full force and effect during the Term, the following insurance policies:

- Workers Compensation in accordance with the applicable Laws relating to workers compensation;
- Public Liability Insurance, with an insured amount of \$20 million or more; and
- Professional Indemnity Insurance for \$10 million.

11. GST

11.1 The terms used in this clause have the same meaning given to them in the GST Act.

11.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.

11.3 If GST is imposed on a supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the party making the taxable supply an amount equal to GST payable on or for the taxable supply. Subject to the recipient first receiving a valid tax invoice, payment of GST amount will be made at the same time the consideration for the taxable supply is to be paid or provided in accordance with this Agreement.

12. GENERAL

12.1 This Agreement is governed by and is to be construed in accordance with the Laws of the State of Western Australia and the parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Western Australia and any Courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those Courts.

12.2 The Company and Client acknowledge and agree that this Agreement represents the entire agreement between the parties concerning the Products and replaces any prior contract, arrangement or understanding. Neither party can rely on an earlier written document, nor anything said or done by or on behalf of another party before this Agreement was entered into.

12.3 Any provision of this Agreement which is invalid or unenforceable is to be read down, so to be valid and enforceable, and if that is not possible, the provision will to the extent that is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

12.4 The Company may set off against any sum owing to the Client under this Agreement in the amount then owing by the Client to the Company.

12.5 The Company may assign its rights, transfer its obligations or debate this Agreement as required without notice to the Client.

12.6 The Company may sub-contract to any third party any of its obligations in relation to the supply of the Products under this this Agreement.

Version: These terms and conditions are valid for all purchases on or after November 12, 2025.

