

1. Definitions

In these Terms and Conditions:

Agreement means the agreement formed as contemplated by clause 2 below between Presentation Studio and the Client comprising these Terms and Conditions and the Estimate.

Client means the client set out in the Estimate.

Client Materials means any content or materials (if any) of any nature provided by the Client to Presentation Studio for incorporation in the Materials.

Estimate means the proposal for the provision of services by Presentation Studio to the Client to which these Terms and Conditions are attached.

Fee means the fee set out in the Estimate.

Insolvency Event in relation to the Client means:

- (a) bankruptcy proceedings are commenced against the Client, or the Client is declared bankrupt;
- (b) any step is taken to enter into any scheme of arrangement between the Client and its creditors;
- (c) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the Client's assets or business;
- (d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, an administrator or other like person to the Client;
- (e) the Client suspends payment of its debts generally; or
- (f) the Client is or becomes unable to pay its debts when they are due or a party is or is presumed to be insolvent for the purposes of any provision of the Corporations Act 2001 (Cth).

Intellectual Property Rights means all industrial and intellectual property rights of whatever nature throughout the world conferred under statute, common law or equity, whether existing now or at any time in the future, and includes rights in respect of or in connection with copyright, inventions (including patents), formulae, databases, business processes and methods, trade marks, service marks, business names, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for or renew the registration of such rights.

Materials means all products and proceeds of the Services.

Presentation Studio means Creatively Presented Pty Ltd ABN 25 132 088 192 trading as Presentation Studio of Level 2, 65-71 Belmore Road, Randwick, 2031, NSW 2031. Australia.

Presentation Studio IP means any content or materials (if any) of any nature created by or on behalf of Presentation Studio which are not specifically related to the Services and which form part of Presentation Studio's developer's toolkit.

Presentation Studio Materials means any content or materials (if any) of any nature created by or on behalf of Presentation Studio specifically for the purpose of such content or materials forming part of the Materials but excludes Presentation Studio IP.

Services means the services set out in the Estimate.

Training Services means any training workshop or course provided by Presentation Studio or except otherwise specifically set out in the estimate.

Third Party Materials means any content or materials (if any) of any nature licensed by Presentation Studio from a third party and included in the Materials.

2. Formation of Agreement

- (a) Presentation Studio offers to provide the Services to the Client on the terms and conditions of the Agreement.
- (b) The Client may accept Presentation Studio's offer during the period commencing on the date of the Estimate and expiring on the date 30 days later by either:
 - (i) signing the Estimate using the signing mechanism specified by Presentation Studio;
 - (ii) authorising Presentation Studio in writing to proceed with the provision of the Services; or
 - (iii) making payment of the first instalment of the Fees.
- (c) To the extent of any inconsistency between these Terms and Conditions and the Estimate, the following precedence is to be given in relation to interpretation:
 - (i) first, these Terms and Conditions; and
 - (ii) second, the Estimate.

3. Services

- (a) Presentation Studio will provide the Services to the Client in accordance with the terms of the Estimate.
- (b) Subject to sub-clause (c) below, Presentation Studio must use reasonable efforts to provide the Services to the Client in accordance with the project plan agreed by the parties.
- (c) Presentation Studio will have no liability what so ever to the Client if Presentation Studio fails to provide any element of the Services by the relevant due date as a direct or indirect result of the acts or omissions of the Client.
- (d) Except as otherwise, set out in the Estimate the Estimate is for design, layout, content, training, project management and/or production of the Materials and includes:
 - (i) initial design concepts;
 - (ii) all design work quoted by Presentation Studio in writing with respect to the Services (including consultation and advice on presentation, structure and language);
 - (iii) the supply of files through the provision of Services; and
 - (iv) one set of revisions requested by the Client. (The design process includes up to 1 set of client revisions once first artwork is supplied for review. Additional revisions are charged at \$150 per hour)
- (e) Except as otherwise, set out in the Estimate, the Estimate does not include any services not specifically set out in the Estimate which may include:
 - (i) changes to content, structure or design of the Materials following approval of the structure and design by the Client;
 - (ii) logo or identity designs;
 - (iii) archived file retrievals;
 - (iv) illustration work, any non-native animation (being animation not included in the presentation software used to create the Materials) or font purchases;

- (v) high resolution image scanning, photo-shop work or computer generated colour prints of the Materials
 - Copyright: Presentation Studio reserves the right to use examples of designs for portfolio purposes, both online and print, unless copyright is quoted and specified
 - Couriers
 - Additional travel expenses, taxis, accommodation and meals if required, which shall be recharged at cost plus 10% and agreed in advance with client.
- (vi) professional indemnity or public liability insurance; or
- (vii) purchase of stock imagery.
- (f) Presentation Studio reserves the right to vary the Estimate (including the Services and the Fee) following review of artwork provided by the Client or other elements provided by the Client not seen by Presentation Studio at the time of providing the Estimate.
- (g) If Presentation Studio varies the Estimate as contemplated by clause 3(f), and the Client wishes to proceed, the varied Estimate will form part of the Agreement and will bind the parties.

Cancellations

If the project is terminated prior to completion, [client] agrees to pay Presentation Studio for all hours worked to date. Estimates are valid for 28 days and variations may apply on sighting artwork or any unseen elements.

4. Fees and payment

- (a) Except as otherwise specified in the Estimate:
 - (i) the Client must pay to Presentation Studio 60% of the Fee upon approving the estimate; For Training Services, the client must pay 100% of the fee upon commencement of the Services to secure the booking and requested training dates.
 - (ii) subject to sub-paragraph (iii) below, the Client must pay the balance of the Fee upon completion of the Services;
 - (iii) if due to the Client's acts or omissions, the Services are suspended for a period of four weeks or more, the Client must pay the balance of the Fee upon receipt of Presentation Studio's invoice;
 - (iv) all invoices are payable within 14 days of their date regardless of the terms in which the Client may want to pay the invoice in.
- (b) If Client makes payment under clause 4(a)(iii) above, Presentation Studio will credit the balance of the Fee against any Services subsequently provided by Presentation Studio within a period of three months from the date of the invoice issued by Presentation Studio with respect to the balance of the fee.
- (c) Following the expiry of the three month period referred to in clause 4(b) above:
 - (i) Presentation Studio will no longer credit the balance of the Fee against the provision of subsequent Services; and
 - (ii) if the Client requires the provision of the Services or additional services, Presentation Studio will only do so on terms and conditions agreed by the parties in writing.
- (d) Presentation Studio may charge fees in addition to the Fee as follows:
 - (i) fees for the provision of on-site services in accordance with Presentation Studio's then current rate card;
 - (ii) a 30% levy on the Fee if the Client requests delivery of the Materials within 48 hours or if Client's delivery requirements require Presentation Studio to work outside of a nine hour business day or on any day that is not a business day;
 - (iii) a surcharge on credit card payments in accordance with Presentation Studio's then current surcharge rate card. Should you opt to pay by Credit Card there will be an additional 3% Visa/Master/AMEX surcharge added on to the invoiced value.
 - (iv) additional fees if the Client requests the provision of services not included in the Services;
 - (v) additional fees if the hours taken by Presentation Studio to complete the Services exceed by 15% or more the amount of hours set out in the Estimate;
 - (vi) fees to undertake revisions requested by the Client in addition to the one set of revisions referred to in clause 3(d)(iv) at Presentation Studio's then current hourly rate for such revisions;
 - (vii) fees relating to couriers;
 - (viii) costs such as travel, accommodation and meals which will be charged at cost plus 10% subject to prior approval by the Client of the relevant costs; and
 - (ix) fees in relation to the provision of any of the services referred to in clause 3(e).
- (e) A rescheduling fee of 25% of the total workshop fee will be assessed should the workshop date change within 21 days of the scheduled date. For Training workshops under a discount program, rescheduling of a workshop by Client must occur within the original 6-month timeframe. For all workshops, Client shall reimburse Presentation Studio for any expenses incurred that cannot reasonably be mitigated or avoided in rescheduling a workshop. Rescheduling of discounted workshops are subject to a rescheduling fee equal to 25% of a single workshop fee (with the discount taken into account) should the workshop date change within 21 days of the scheduled date and must fall within the original 6-month parameter assessed initially.
- (f) All cancellation and rescheduling notices must be made in writing and delivered by email. Client shall reimburse Presentation Studio for any expenses incurred that cannot reasonably be mitigated or avoided. Services contracted under a discount program cannot be cancelled but may be rescheduled per the parameters below. (i) For other workshops, unless notice of cancellation is received within 21 calendar days of engagement, the full workshop fee is due.
- (g) Any payments made in accordance with the Agreement are exclusive of GST and any and all applicable taxes, charges and levies.
- (h) Presentation Studio may require the Client to make a payment earlier than the date it is due if Presentation Studio acting reasonably is concerned about the Client's credit worthiness.
- (i) The Client must make all payments under the Agreement in full without deduction, counter-claim or set-off.

5. Intellectual Property

- (a) Subject to Presentation Studio receiving payment of the Fee in full as contemplated by clause 4 above, Presentation Studio will assign all Intellectual Property Rights in and to the Presentation Studio Materials to the Client.
- (b) Except as expressly agreed by Presentation Studio in writing, Presentation Studio licenses the Third Party Materials and Presentation Studio IP to the Client for the sole purpose of using the Third Party Materials and Presentation Studio IP as incorporated in the Materials and as contemplated by the Estimate.
- (c) The Client grants Presentation Studio the right to use the Client Materials for the purposes of providing the Services and creating the Materials as contemplated by the Estimate.
- (d) Without limiting clause 5(c) the Client grants Presentation Studio the right to use the Client's name, branding and the Materials for the purposes of promoting both Presentation Studio and the work undertaken by Presentation Studio via any media (including, Twitter, Facebook, LinkedIn, Pinterest or similar platforms) throughout the world. Note that any confidential or sensitive information will be removed prior.
- (e) The Client represents and warrants to Presentation Studio that it has the right to grant the rights granted under sub-paragraphs (c) and (d) above and that Presentation Studio's use of the Client Materials will not infringe any third party's Intellectual Property Rights or other rights.
- (f) The Client indemnifies Presentation Studio against all losses, liabilities, damages and claims, and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) arising from a breach of the warranty given by the Client under sub-clause above.
- (g) Training services and materials provided in connection with those services, are provided by a Presentation 360 facilitator and intended for Client's internal professional development purposes. Duarte Training Content are protected by copyright pursuant to U.S. and international copyright laws, and owned, licensed to, or controlled by Duarte, unless specifically credited. Client may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create new or derivative works from, distribute, perform, display, or in any way exploit, any of the Training in whole or in part and will take all reasonable steps to ensure that none of the attendees take such actions.

Under no circumstances will Client confidential or proprietary information be integrated into Duarte Training Content. Should any enhancements of Client confidential or proprietary information occur during a workshop, such results shall be wholly owned by Client.

6. Liability

- (a) To the maximum extent permitted by law:
 - (i) except as expressly set out in the Estimate:
 - (A) Presentation Studio makes no representations or warranties to the Client;
 - (B) Presentation Studio hereby excludes all representations, warranties, terms and conditions whether express or implied (and including without limitation, those implied by statute, custom, law or otherwise);
 - (ii) Presentation Studio's cumulative liability to the Client for all claims made by the Client under or in relation to the Agreement will not exceed in aggregate the amount actually paid by the Client to Presentation Studio in respect of the Estimate; and
 - (iii) Presentation Studio will not be liable to the Client in respect of any claim for any loss of profit, data, goodwill or business, for interruption to business, for any failure to realise anticipated savings or for any consequential, indirect, special punitive or incidental damages.
 - (iv) Title to goods does not pass until payment is received in full.
- (b) Certain legislation may imply warranties or conditions, impose obligations or give statutory guarantees (together, "Statutory Provisions") that cannot be excluded, restricted or modified except to a limited extent. The Agreement must be read subject to the Statutory Provisions. If the Statutory Provisions apply, notwithstanding any other provision of the Agreement, to the extent to which Presentation Studio is entitled to do so, Presentation Studio limits its liability in respect of any claim to:
 - (i) in the case of goods, at Presentation Studio's option:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (D) the payment of having the goods repaired; and
 - (ii) in the case of services, at Presentation Studio's option:
 - (A) the supply of the Services again; or
 - (B) the payment of the cost of having the Services supplied again.

7. Suspension of Services and Termination

- (a) Without limiting any of Presentation Studio's other rights, Presentation Studio may suspend the provision of some or all of the Services if the Client does not make payment as contemplated by clause 4 above.
- (b) Presentation Studio will have no liability to the Client whatsoever in the event of a suspension of the Services as contemplated by subclause (a) above.
- (c) Presentation Studio may terminate the Agreement with immediate effect by notice in writing to Client upon the occurrence of any of the following:
 - (i) Presentation Studio becomes aware that the Client Materials infringe or may infringe a third party's Intellectual Property Rights or other rights;
 - (ii) the Client commits a breach of the Agreement that is remediable and fails to remedy the breach within 7 days of written notice from Presentation Studio requiring the Client to do so;
 - (iii) the Client commits a breach of the Agreement that is incapable of remedy; or
 - (iv) the Client undergoes an Insolvency Event.
- (d) if the Agreement is terminated for any reason:
 - (i) all payments to be made by the Client to Presentation Studio become due and payable to Presentation Studio on the date of termination; and
 - (ii) clauses 5, 6, 8, 9 and this clause 7 survive termination or expiry of the Agreement.

8. Confidentiality

The terms of the Agreement are confidential and must not be disclosed by the Client to any third party other than the Client's professional advisers, or as required by law, without the prior written consent of Presentation Studio.

9. General

- (a) The Client acknowledges that Presentation Studio may subcontract the provision of the Services.
- (b) Subject to this sub-clause, a party may only assign the Agreement or a right under the Agreement with the prior written consent of the other party. Notwithstanding any other provision of the Agreement, Presentation Studio may assign the benefit of the Agreement to any of its related bodies corporate (as that term is defined in section 50 of the Corporations Act 2001 (Cth)) without the Client's prior consent.
- (c) The Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

- (d) If the whole or any part of a provision of the Agreement is invalid or unenforceable in a jurisdiction it must, if possible, be read down for the purposes of that jurisdiction so as to be valid and enforceable. If however, the whole or any part of a provision of the Agreement is not capable of being read down, it is severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of the Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.
- (e) A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- (f) Except where the Agreement expressly states otherwise, the Agreement does not create a relationship of employment, trust, agency or partnership between the parties.
- (g) The Agreement will be governed by and construed in accordance with the law for the time being in force in New South Wales and the parties, by entering into the Agreement, are deemed to have submitted to the non-exclusive jurisdiction of the courts of that State.

10. Public training workshops

- (a) A rescheduling fee of 25% of the total workshop fee will be taken into consideration should the workshop date change within 21 days of the scheduled date.
- (b) A cancellation fee of 25% of the total workshop fee will be taken into consideration if the client notifies Presentation Studio that they wish to cancel their reservation within 21 days of the scheduled date.
- (c) For workshops under a discount program, rescheduling of a workshop by the Client must occur within the original 6-month timeframe.
- (d) For all workshops, the Client shall reimburse Presentation 360 for any expenses incurred that cannot reasonably be mitigated or avoided in rescheduling a workshop.
- (e) Rescheduling of discounted workshops are subject to a rescheduling fee equal to 25% of a single workshop fee (with the discount considered) should the workshop date change within 21 days of the scheduled date and must fall within the original 6-month parameter assessed initially.
- (f) All cancellation and rescheduling notices must be made in writing and delivered by email. The Client shall reimburse Presentation 360 for any expenses incurred that cannot reasonably be mitigated or avoided.
- (g) Services contracted under a discount program cannot be cancelled but may be rescheduled per the parameters below. (h) For other workshops, unless notice of cancellation is received within 21 calendar days of engagement, the full workshop fee is due.