

WEBSITE TERMS OF USE

Thank you for accessing our website located at www.paragontraining.com.au ('the Website'). The Website is owned and operated by Craig Mackellar trading as Paragon Corporate Training WA BN 0155887X of 4 Knutsford Street, North Perth, Western Australia 6006, Australia ('Paragon').

Please read through the following general terms and conditions which will govern your use of the Website ('Terms'). **By accessing, browsing or using this Website, you acknowledge that you have read and understood these Terms and agree to abide by these Terms.**

1. Licence to Use Website

Paragon grants to you a limited, revocable right to access and use this Website for personal, non-commercial use only. You may download a single copy of the Website and, where necessary for its use as a reference, make a single hard copy.

2. Copyright in Website Content

Copyright in all content contained on this Website, including but not limited to text, drawings, photographs and page layout, subsists under, and is protected by, the Copyright Act 1968 (Cth) and international copyright laws and unless stated otherwise, is owned by Paragon.

Except as permitted under these Terms and applicable laws, no part of this Website may be otherwise reproduced, adapted or transmitted in any form by any process without the specific written consent of Paragon.

3. Paragon Trade Mark

'Paragon Corporate Training' is a common law trade mark of Paragon. Any use of this trade mark without the prior written consent of Paragon may be in breach of the Trade Marks Act 1995(Cth) or the Trade Practices Act 1974(Cth) or relevant laws in other countries and is expressly prohibited.

4. Linking to the Website

Paragon grants to you a limited, revocable, non-exclusive right to create a hypertext link to the home page of the Website, provided that Paragon is notified of, and approves, such hyperlink and such hyperlink does not portray Paragon or its products in a false, misleading or otherwise illegal or offensive manner.

You may not make any part of the Website available as part of another website by use of inline imaging, framing technologies or any other method of incorporating parts of the Website into another site without the prior written consent of Paragon.

5. Linked Third Party Websites and Information

The Website may contain links to third party information and products. You should be aware that such content and links are not owned, operated or maintained by Paragon nor are they affiliated or associated with Paragon in any way, unless indicated on the external site.

Paragon is not responsible for the content of any third party material appearing on the Website or any third party sites linked to the Website. Such information, advertisements or links are purely for information purposes only and are not endorsements of the third party information or sites by Paragon as to their quality, accuracy or completeness.

If you decide to access any of the third party services or websites advertised or linked, you do so entirely at your own risk. As far as lawfully possible, Paragon accepts no liability or responsibility for the actions or omissions of users of the Website or linked sites in relation to the content contained therein.

6. User Submissions & Testimonials

Subject to its legal obligations with respect to privacy, any material, information or testimonials submitted to Paragon and posted on the Website (**excluding customer information supplied as part of the online ordering process**) will be considered as having been voluntarily submitted for use by Paragon and as non-confidential and non-proprietary information and Paragon is free to use such information on the Website and otherwise in its sole discretion, whether for commercial or non-commercial purposes and without liability or compensation to any person or entity.

7. Limitation of Liability

While Paragon take all reasonable care to include accurate and up-to-date information on the Website, the information provided should not be relied upon as being error free or accurate. Paragon makes no representation or warranty as to the timeliness, accuracy or completeness of any such material, nor does it accept any responsibility arising in any way for errors or omissions. As far as lawfully possible, Paragon accepts no liability or responsibility for the actions or omissions of any users of the Website in relation to the content contained herein.

All information provided on the Website is provided “as is” without warranty of any kind, express or implied, to the fullest extent possible under law. In no event will Paragon be liable to any party for any direct, indirect, incidental or consequential damages or losses whatsoever arising from access to or use of or downloading or information from the Website, including, without limitation, damages for loss of profits, business interruption, loss or information or damage to systems due to viruses or other harmful components.

Paragon is not responsible for deletion, failure to store, misdelivery, or untimely delivery of any material accessed through the Website or external sites and will not be liable for any damages or losses whatsoever resulting from any users downloading or accessing of any information or material through the Website.

8. Changes to the Website

Paragon reserves the right to revise, change, modify or delete the content of any part of the Website, including any product available through the Website, at any time in its sole discretion and without prior written notice.

Paragon does not accept any responsibility or liability whatsoever for any interruption or discontinuance of any or all functionality of the Website (including hypertext links to external sites if any) for any reason whatsoever.

9. Updates

Paragon reserves the right to revise, change or modify these Terms at any time by posting new Terms on the Website. You are bound by any such revisions and should therefore visit the Terms each time you visit the Website to review the current Terms by which you must abide.

10. Product Sales through the Website

Sales of product through the Website are governed by Paragon’s Terms of Sale displayed in the online shopping facility on the Website.

11. Applicable Laws

This Website is controlled by Paragon Corporate Training from its offices within Western Australia. These Terms for use of the Website are governed by the laws of the State of Western Australia. If you choose to access and use the Website from other locations you do so of your own initiative and are solely responsible for your compliance with applicable local laws.

WEBSITE TERMS OF SALE

Welcome to the online ordering facility of the www.paragontraining.com.au website (**'the Website'**) owned and operated by Craig Mackellar trading as Paragon Corporate Training WA BN 0155887X of 4 Knutsford Street, North Perth, Western Australia 6006, Australia (**'Paragon'**). The following Terms of Sale will apply to the purchase of any products sold by Paragon through the Website (**'Products'**). **In placing your order by clicking on the 'MAKE PAYMENT' icon in the online ordering facility you acknowledge that you have read, understood and agree to be bound by these Terms of Sale.** If you do not agree and do not wish to place an order, please return to our home page.

1. PLACEMENT OF WEBSITE ORDERS

1.1 Completion & Processing of Orders

Your online order has been completed once you have proceeded through the secure payment system on the Website and clicked on the 'MAKE PAYMENT' icon. Once your order has been processed, you will receive a 'CONFIRMATION OF ORDER' which you can print out or save to your computer. You will also receive an email from Paragon Corporate Training confirming your order. A hard copy tax invoice in respect of your purchase will also be sent to you when your order is delivered.

While Paragon will use all reasonable endeavours to ensure that the online ordering facility on the Website will be available, accurate and error free, Paragon will not be responsible or liable in any way for any interruption or discontinuance of any or all of the functionality of the Website, including, without limitation, the online ordering facility.

1.2 Wholesale & Retail Bulk Orders

Please note that Paragon currently only accepts orders through the online ordering facility on the Website from customers who wish to purchase Products for personal, non-commercial use. If you wish to enquire about placing a bulk order for the purpose of wholesaling or commercial retailing of the Products, please contact Paragon direct to discuss licensing and wholesale arrangements.

2. AVAILABILITY OF PRODUCTS

Paragon appreciates your interest in its Products and will endeavour to make the Products available for purchase from the Website at all times. From time to time, however, heavy demand, limited editions or other factors beyond the control of Paragon may render the Products temporarily or permanently unavailable. We will endeavour to notify you if this will affect your order in any way.

Paragon may in its absolute discretion decline to supply the Products where (a) the Products are unavailable for any reason; (b) an order placed through the Website has not been received by Paragon for any reason; or (c) full payment for the Products has not been received by Paragon from you at the time of ordering the Products.

3. PRICES, TAX & DUTIES

Prices for the Products are the amounts specified in Australian dollars on the Website as at the date of purchase (**'Prices'**) and are not inclusive of postage and handling charges. We reserve the right to alter the Prices on the Website without notice. All prices include GST.

The Prices do not include insurance nor customs duties, taxes or other inbound government charges or fees levied at the point of entry in countries outside Australia. Additional costs for optional insurance to delivery addresses outside Australia are as indicated in the online ordering facility. You may request insurance at the time of ordering your Products, with the

additional cost to be borne by you. Customs duties, taxes and inbound government charges are also your responsibility and must be paid by you at the time of delivery of the Products.

4. PAYMENT TERMS

Full payment is required at the time of placing your order through the Website. After entering your order, contact details and delivery address, you will be required to enter details of your preferred method of payment. Payments for online purchases through the Website are currently accepted by all major credit cards. You may also elect to phone Paragon Training with your credit card details and we can do the transaction over the phone. You may also elect to post a personal cheque or money order. You may also contact us for our Direct Debit banking facility.

5. DELIVERY

5.1 Estimated Delivery Times

Paragon uses Australia Post, Monday through Friday (excluding public holidays) to service our local and international postal needs. Orders to delivery addresses within Australia are despatched via registered post or express post. We will endeavour to post your order within 24 hours of your order being received, subject to availability and time of ordering. You will receive an e-mail notifying you of the date of despatch of your order from Paragon's premises.

Normal delivery time is 2 -5 days from the date of ordering to locations in Australia. Delivery time to New Zealand, Canada, the USA and the UK may take longer (8-15 days). Paragon will endeavour to deliver in accordance with these estimated time frames, however as Paragon is reliant on Australian and international postal schedules to specific locations it is unable to guarantee specific delivery dates for Products ordered through the Website and delivery later than these estimated times will not constitute a valid reason for returns or refunds for Products. In particular, normal time frames may be exceeded where remote locations are involved.

5.2 Risk and Title

Risk in the Products will pass to you upon despatch of the Products from Paragon's premises in Australia. Notwithstanding the passing of risk, title in the Products delivered will not be passed to you until all amounts payable by you have been paid in full.

6. CUSTOMER SERVICE

6.1 Returns, Exchanges and Refunds

In the event that you wish to return the Products, Paragon will, where the Products are returned by you to **Paragon Corporate Training, 4 Knutsford Street, North Perth, Western Australia 6006, Australia** within 30 days of delivery, refund the cost of the Products, minus the postage cost and a AU \$20 administration fee. You will bear the cost of the return of the unwanted Products to Paragon and the freight costs of any exchanged or replacement goods issued to you. Refund will be provided by direct deposit or business cheque

A refund will only be provided where Products are returned in original condition.

6.2 Cancellation

You should contact Paragon immediately should you wish to cancel any order for the Products placed through the Website. Requests for cancellation will be considered by Paragon on a case-by-case basis and Paragon will exercise its sole discretion in determining whether an order validly placed through the Website may be cancelled. Paragon reserves the right to

charge a 10% cancellation fee to cover administrative costs for any orders cancelled prior to the despatch of your order.

7. LIMITATION OF LIABILITY

You are solely responsible for your selection of Product and the use and application of Products purchased from the Website.

Except in relation to the liability which cannot be excluded at law, in no event will Paragon be liable or responsible to you for any loss or damage of any kind whatsoever (including but not limited to consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly out of your selection, use or application of the Products or the supply, delay or failure to supply the Products by Paragon.

Where legislation implies into these Terms of Sale any condition or warranty which cannot be excluded at law, Paragon's liability for breach of any such condition or warranty will be limited at Paragon's sole discretion to the repair or replacement of the Products or the cost of having the Products repaired or replaced.

8. PRIVACY

Paragon is committed to protecting the privacy of your personal information. For further details, please refer to our privacy policy located within the 'LEGAL' link on the Website.

9. GOVERNING LAW

These Terms of Sale will be construed in accordance with and governed by the laws of the State of Western Australia and each party agrees to submit to the non-exclusive jurisdiction of the courts of Western Australia. If you choose to access and use the Website from other locations you do so of your own initiative and are solely responsible for your compliance with applicable local laws and regulations.