



# EMT HOUSE

## TERMS AND CONDITIONS

### 1. Membership

- These terms and conditions ("Terms") govern your membership in EMT House ("EMT House," "we," "our," or "us").
- By becoming a member, you agree to be bound by these member Terms.
- Members shall be given first right of participation in related EMT House initiatives.

### 2. Your obligations

- You will be required to provide us with your personal information from time to time.
- You are responsible for keeping your personal information up to date.
- You must not abuse or misuse your membership or do anything that will bring the EMT House into disrepute.

### 3. Fees

- An joining fee of \$1,500 + GST (**Initial Fee**) grants you a life membership to EMT House.
- Additional fees may apply for attendance at EMT House events or retreats.

### 4. Liability

- To the extent permitted by law, the liability of EMT House (whether in contract, tort (including negligence), under statute or otherwise) to you for any and all claims for any loss arising under or in connection with these Terms are excluded.
- To the maximum extent permitted by law:
  - (i) we will not be liable for any indirect or consequential loss (including loss of profits or opportunity);
  - (ii) our liability under these Terms is reduced proportionately to the extent you caused or contributed to such loss or liability; and
  - (iii) our total liability for any liability from or in connection with these Terms will be limited to us repaying you the amount for the relevant membership fees paid by you to us in respect of the supply our services.

### 7. Intellectual Property:

- Any content provided to members by EMT House remains the intellectual property of EMT House and shall not be redistributed or used for commercial purposes without our consent.
- You may share content generated by yourself during events but agree to give EMT House the right to share and use it for promotional purposes.

## **8. Termination**

- You can cancel your membership at any time without cause, a full refund may be issued at the discretion of EMT House.
- Your membership will be terminated if you breach any member standards, policies, act in a way that may impact other members including in relation to any discrimination, health and safety issues or criminal legislation at EMT House events or retreats.

## **9. Confidentiality**

- Your membership, locations of events or retreats, the content discussed at any events or retreats, member names and the events or retreats are to be kept confidential in perpetuity unless otherwise required by law.

## **10. Privacy**

- All personal information collected from members will be handled in accordance with the *Privacy Act 1988* (Cth).
- We collect and process personal information solely for the purposes of managing memberships, facilitating events, and communicating with members.

## **11. General**

- EMT House reserves the right to update these Terms at any time. Members will be notified of any changes.
- Any dispute or controversy arising from these Terms that cannot first be settled by mutual negotiation between the parties must, prior to the issue of any formal legal proceedings in a court, be mediated between the parties by an accredited mediator appointed by the parties. If no mediator can be agreed between the parties, either party can request the Chair of the Resolution Institute to appoint a mediator. The parties must share the costs of appointing and engaging the mediator equally (but are responsible for their own costs in relation to the mediation). If the parties cannot settle the dispute within twenty-one (21) days of the appointment of the mediator, either party may commence proceedings in a court of competent jurisdiction.
- We will not be liable for any delay or failure to perform our obligations under these Terms and conditions if such delay is due to any circumstance beyond our reasonable control.
- The laws of Victoria, Australia shall govern these Terms, without giving effect to its conflict of laws provisions. The Courts of Victoria shall have exclusive jurisdiction on any dispute arising from these Terms.
- We may assign, transfer or novate this agreement (or any of our rights and obligations) to any entity. If so, then you consent to such assignment, transfer or novation.
- You must not assign or transfer or otherwise deal with any of your rights or obligations under these Terms without the prior written consent of EMT House.