

## User Agreement for Capability Enhancement Conference and Expo

Welcome to Capability Enhancement Conference and Expo, powered by Skillll Pty Ltd. This User Agreement ("Agreement") governs your use of the Capability Enhancement Conference and Expo website ("Site") and its services, including attending and participating in the virtual event ("Event"). Please read this Agreement carefully, as it contains important information regarding your legal rights and obligations. By using the Site or attending the Event, you agree to be bound by the terms of this Agreement.

### 1. Eligibility and Registration

To use the Site and attend the Event, you must be at least 18 years of age or have the consent of your parent or legal guardian. You agree to provide accurate and complete information during registration and to keep your registration information up to date. You are solely responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.

### 2. Intellectual Property

All content on the Site and presented during the Event, including but not limited to text, graphics, logos, images, videos, and software, is the property of Skillll Pty Ltd or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not use or reproduce any content from the Site or the Event without the prior written consent of Skillll Pty Ltd.

### 3. User Conduct

You agree to use the Site and attend the Event for lawful purposes only and to comply with all applicable laws and regulations. You will not use the Site or the Event to:

Upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

Impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;

Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site or the Event;

Upload, post, or transmit any content that infringes the intellectual property rights or other proprietary rights of any third party;

Upload, post, or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation;

Use any automated means, including without limitation, robots, spiders, or scripts, to access the Site or the Event or to collect information from the Site or the Event;

Interfere with or disrupt the Site or the Event, or any servers or networks connected to the Site or the Event, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site or the Event.

#### 4. Disclaimers and Limitations of Liability

The Site and the Event are provided on an "as is" and "as available" basis, without any warranty or representation of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or availability. SkillIII Pty Ltd does not warrant that the Site or the Event will be uninterrupted or error-free, that defects will be corrected, or that the Site or the Event are free of viruses or other harmful components. SkillIII Pty Ltd will not be liable for any damages of any kind arising from the use of the Site or the Event, including but not limited to direct, indirect, incidental, punitive, and consequential damages.

#### 5. Indemnification

You agree to indemnify, defend, and hold harmless SkillIII Pty Ltd and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to your use of the Site or your attendance at the Event, your violation of this Agreement, or your infringement of any intellectual property or other rights of any third party.

#### 6. Termination

SkillIII Pty Ltd may terminate your access to the Site or the Event at any time, without notice, for any reason, including but not limited to your violation of this Agreement. Upon termination, you must immediately cease all use of the Site and the Event.

#### 7. Governing Law and Jurisdiction

This Agreement and your use of the Site and the Event shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia, without giving effect to any principles of conflicts of law. You agree that any legal action or proceeding arising out of or related to this Agreement, the Site, or the Event shall be brought exclusively in the courts located in New South Wales, Australia, and you hereby consent to the jurisdiction of such courts.

#### 8. Entire Agreement

This Agreement constitutes the entire agreement between you and SkillIII Pty Ltd regarding your use of the Site and your attendance at the Event, and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between you and SkillIII Pty Ltd. Any waiver of any provision of this Agreement will be effective only if in writing and signed by SkillIII Pty Ltd.

## 9. Modifications

Skillll Pty Ltd reserves the right to modify this Agreement at any time, without notice, by posting a revised version of this Agreement on the Site. Your continued use of the Site or your attendance at the Event following any such modification constitutes your acceptance of the revised Agreement.

By using the Site or attending the Event, you acknowledge that you have read, understood, and agreed to be bound by this Agreement. If you do not agree to this Agreement, you may not use the Site or attend the Event.