
Terms of Use

Effective Date: 9 December 2019

Welcome to WiseTech Academy, the website <https://wisetechacademy.com/> (“**Site**”) and online services provided by WiseTech Global (Australia) Pty Ltd (ABN 23 112 936 991) (“**WiseTech Global AU**”) (together, “**WiseTech Academy**”, “**we**” or “**us**”).

Our vision is to deliver online education in corporate compliance and the global supply chain logistics industry to increase the skills, knowledge, and productive capacity of all stakeholders.

These Terms of Use, as may be amended from time to time, together with any documents, policies or terms they incorporate by reference (“**Terms**”), explain the terms by which you may use our online services, Site, content, materials, or other online software, features, products or services provided on or in connection with the online services (collectively, the “**Services**”). By accessing or using the Site and/or the Services, you agree to be bound by these Terms, including the policies referenced in these Terms and to the collection and use of your information as set out in our **Privacy Policy**, whether or not you are a registered user of our Site and/or Services. As some of our Services may be software that is downloaded to your computer, phone, tablet or other device, you agree that we may automatically update this software, and that these Terms will apply to such updates. These Terms apply to all WiseTech Global AU and/or WiseTech Global Limited customers and their affiliates, employees or guest users of those customers or affiliates and other entities who access the Site and/or the Services (“**Users**”).

PLEASE READ THESE TERMS CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND EACH PROVISION.

1. Using WiseTech Academy

Our Services

WiseTech Academy operates an eLearning Platform on the Site for corporate compliance training and for training relevant to the domestic and international supply chain logistics industries. We aim to revolutionize education in this industry by presenting high-quality learning content at affordable prices.

Our courses are created by people who are highly experienced in their domains. The content is intended to meet practical learning needs and to allow students to decide when they can best take the courses. WiseTech Academy helps organisations and their students to make learning as easy as possible. We provide Users of the Site and Services with access to WiseTech Academy Courses.

Who May Use Our Services

You may use our Site and our Services only if you can form a binding contract with WiseTech Academy, and only in compliance with these Terms and all applicable local, state, national and international laws, rules and regulations. When you create a WiseTech Academy account on the Site or otherwise, and subsequently when you use certain features of the Site and/or the Services, you must provide us with accurate and complete information and you agree to keep it accurate and complete at all times. You must be 16 years old or older to use or access our Site and/or our Services. Any use or access by anyone under the age of 16 is prohibited, and certain WiseTech Academy Courses may have additional requirements and/or restrictions. The Site and/or Services may not be available to any Users previously removed from the Site and/or the Services by WiseTech Academy and/or WiseTech Global Limited or its affiliate. By using the Site and/or Services, you represent and warrant that you have the full right, power and authority to enter into these Terms and to fully perform all your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into these Terms.

You acknowledge and agree that by: (i) visiting, viewing, using or accessing our Site or our Services, (ii) clicking “Agree”, “Buy Now”, “Submit”, or similar links, or (iii) signing and confirming an invoice or other agreement incorporating these Terms, that you have read, understand, and agree to be bound by these Terms, whether or not you are a registered User of our Site and/or Services. **IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE SITE AND THE SERVICES. YOUR USE OF AND ACCESS TO THE SITE AND THE SERVICES IS CONDITIONAL UPON YOUR ACCEPTANCE TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS.**

Our Licence to You

Subject to these Terms and our policies (including WiseTech Academy Course specific requirements and other terms), we grant you a limited, non-exclusive, non-transferable, and freely revocable license to use the Site and the Services as permitted by the features of the Site and the Services. WiseTech Academy reserves all rights not expressly granted herein in the Site and the Services and the WiseTech Academy Courses. WiseTech Academy may terminate this license at any time and for any reason.

Using the Site and the Services does not give you ownership of any Intellectual Property Rights in our Site or our Services or in the WiseTech Academy Courses or other content that you access.

Additional terms may apply for any WiseTech Academy Courses or other content that you download from, upload to or print from the Site and/or together with the Services. Any such additional terms will be made available to you prior to initiating any applicable uploads, downloads, prints or other electronic means of data or content capture.

2. WiseTech Academy Courses

Course Changes

WiseTech Academy reserves the right to change, modify, cancel, vary or update any WiseTech Academy Course or the assessment or similar testing process for those courses. WiseTech Academy Courses offered on the Site and/or together with the Services are subject to the Limitation of Liability section below.

WiseTech Academy Courses

WiseTech Academy offers Users its WiseTech Academy Courses on the Site and/or together with the Services. Some WiseTech Academy Courses may require you to pay a course fee before you can access the course. All WiseTech Academy Courses available to Users on the Site and/or together with the Services are non-accredited, with the exception of the courses labelled “TLIX508016 Diploma of Customs Broking” and “TLIX0008 Comply with biosecurity border clearance”, which are accredited by the Australian Skills Qualification Authority and lead to vocational qualifications recognised in Australia. Participation in or completion of a WiseTech Academy Course, other than the two exceptions listed, does not confer any academic credit or other qualification. With the approval of WiseTech Academy, participation in or completion of a WiseTech Academy Course by an employee or guest of a WiseTech Global AU and/or WiseTech Global Limited customer may form part of that customer’s internal compliance training and/or other employee education programs or similar and/or be utilised to provide software training for any WiseTech Global Limited software solutions (or those of its affiliates) and/or for such other business purpose as WiseTech Global Limited may determine from time to time. WiseTechGlobal AU will facilitate any such participation in or completion of a WiseTech Academy Course (together with the relevant customer and/or its affiliates) and any participants will be informed of the purpose for their participation in or completion of a WiseTech Academy course and agree to participate on that basis only.

Application of Incoterms® to WiseTech Academy Courses

Certain WiseTech Academy Courses have been developed to assist Users in gaining a practical understanding of Incoterms® 2020. The contents of such WiseTech Academy Courses which include Incoterms® 2020 material are generic by their very nature, as there is an infinite variety of contractual arrangements for domestic and international contracts across the globe and, consequently, it is not possible to cover all possible permutations. Appropriate legal and other expert advice must be sought before taking any action based on the contents of any such Incoterms® 2020 material contained in WiseTech Academy Courses.

You acknowledge and agree that international sales contracts do not follow a unified standard form. Each contract is individual in nature and tailored to specific circumstances and agreement between the seller and the buyer. This means there are too many variables that cannot possibly be individually addressed in a WiseTech Academy Course. The Incoterms® rules only provide a basic framework for delivery terms in a standardised format. Users are reminded that before taking any action appropriate legal and other expert advice should be sought to ensure the correct application of Incoterms® in any contract clauses.

By purchasing a WiseTech Academy Course, to the extent that its learning/course content involves, refers to, or contains Incoterms® 2020 material, you acknowledge and agree that you may place no reliance whatsoever on that Incoterms® 2020 material for any purpose.

WiseTech Academy Code of Conduct

All Users acknowledge and agree that they will:

- a. only submit their own course work for any WiseTech Academy Course that they undertake on the Site and together with the Services;
- b. not make their coursework available to other Users or anyone else (unless expressly permitted by WiseTech Academy, WiseTech Global AU and/or WiseTech Global Limited, such as where it is required for its customer’s internal compliance training and other employee education programs or similar and/or be utilised to provide software training for any WiseTech Global Limited software solutions (or those of its affiliates) and/or for such other business purpose as WiseTech Global AU and/or WiseTech Global Limited may determine from time to time); and
- c. not engage in any dishonest activities or behaviours to improve their results or improve or harm the results of other Users.

WiseTech Global AU and/or WiseTech Global Limited and WiseTech Academy are committed to diversity and inclusion. We do not support and will not tolerate the Site and the Services being used to discriminate against others, especially when based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin. If we believe in our sole determination that your use of the Site and the Services in any manner is being used to discriminate, we may permanently or temporarily terminate or suspend your access to the Site and the Services without notice and liability for any reason.

Feedback

We welcome your feedback on our Site and Services (“**Feedback**”). By sending us your Feedback by email to contact@wisetechacademy.com, you grant us the right to use the Feedback without any restriction or compensation to you. Our acceptance of your Feedback does not waive any rights to use similar Feedback already known to WiseTech Global AU and/or WiseTech Global Limited and WiseTech Academy which has been received or developed in any capacity.

3. Privacy Policy

Your privacy matters to us and we are committed to protecting your personal information. Any personal information that is provided by you or submitted to us in connection with your access and use of the Services is subject to our **Privacy Policy**. You understand that by using our Site and/or our Services that you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our **Privacy Policy** and to have your personal information collected, used, transferred to and processed in Australia.

4. WiseTech Academy Accounts, Third-Party Services and Security

To access the Site and/or Services, you may be asked to provide certain account information and other details. Your WiseTech Academy account gives you access to the services and functionality that we may establish from time to time and in our sole discretion. CargoWise™ ‘MyAccount’ information (including On-Line Module access information such as your name, organisation name, CargoWise™ user login details and email address) and/or WiseTech Global AU and/or WiseTech Global Limited account information helps us to create and maintain a WiseTech Academy account for you, which is required to provide you the content, customer service, and network management that comes with the Site and/or other relevant Services; as such, it is a condition of your use that all account information you provide is correct, current and complete.

We may maintain different types of accounts for different users.

If you open a WiseTech Academy account on behalf of a WiseTech Global AU and/or WiseTech Global Limited customer, company, organisation, or other entity, then “**You**” or “**you**” includes, individually and collectively: (i) you (the user and that entity) and any individual, affiliate that is visiting, viewing, using, or accessing the Site and the Services on your behalf; and (ii) you represent and warrant that you are an authorised representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on that entity’s behalf. You further agree that all account information that you provide is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy. WiseTech Academy may from time to time offer and/or connect to: (i) content provided by a third party; (ii) links to websites and services maintained by third parties; (iii) WiseTech Global software solutions or those of its affiliates; and (iv) third-party services, through the Site and the Services, and you agree that by connecting with any of the foregoing in such manner that you give us permission to access and use your information from that content or service, and to store your login credentials for the relevant software solution or third-party service. The security of our Users is important to us. WiseTech Academy cannot guarantee that such offer or connection to content or services, in particular as it relates to third-parties, in the Site, the Services or elsewhere, will be free of material which you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. WiseTech Academy disclaims any responsibility or liability related to your access or use of such offer or connection to content or services, and for any such third-party content.

You may never use another User’s account without permission. You are solely responsible for the activity that occurs on your account, and you must keep your password secure. With regard to your username, password and any other piece of information you provide us as part of our security procedures (collectively, “**Account Information**”), you agree to treat such Account Information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Account Information is personal to you, and you agree not to provide any other person with access to the Site or the Services using your Account Information. You must notify WiseTech Academy immediately at contact@wisetechacademy.com of any breach of security or unauthorized use of your account or Account Information or any breach of security that you become aware of. You should take care not to permit your Account Information or other personal information to be viewed or recorded in any public forum. WiseTech Global AU and/or WiseTech Global Limited and WiseTech Academy will not be liable for any losses caused by unauthorized use of your account or Account Information and you agree that you are fully responsible for: (i) the acts and omissions of any person accessing the Site with your Account Information; (ii) controlling the person’s access to and use of the Site; and (iii) any consequences of any use or misuse by such person.

Certain features of the Site may allow you to create or contribute to a group or organisation account (“**Business Account**”). The Business Account owner (such as a WiseTech Global AU and/or WiseTech Global Limited customer, company, organisation, or other entity) (“**Business Account Owner**”) will be responsible for adding Users to the Business Account either online or by providing user information direct to WiseTech Academy, for managing permissions for authorised Users, and otherwise managing the account as set forth in these Terms. You must not transfer your account of Account Information to any other person. You may control Account Information or other details by updating the settings of your WiseTech Academy account either online or by email to contact@wisetechacademy.com. By providing us with your email address and/or other communication method, you consent to our using your email address to send you Site and/or Services related notices, including any notices required by law, in lieu of any other communication methods, including by postal mail. We may use your email address and/or other communication methods provided to us to send you other messages, such as changes to the Site and/or the Services and any special offers. You may opt out from receiving email messages by email to contact@wisetechacademy.com. Opting-out may prevent you from accessing or using any updates, improvements or offers.

5. Your Content

User Content

The Site and the Services may permit you to share your content, such as assessments or similar contributions that you may be required to submit for a WiseTech Academy Course (“**User Content**”), with WiseTech Academy. You retain all intellectual property rights on, and are responsible for, the User Content that you share through the Site or together with the Services. You understand that if you share User Content under a Business Account, the Business Account Owner will own and be entirely responsible for all such User Content.

User Content License Grant

To the extent that you provide User Content through the Site or together with the Services, you expressly grant, and you represent and warrant that you have all rights necessary to grant to WiseTech Academy, a fully-transferable, multi-use, irrevocable, royalty free, perpetual, sublicensable, non-exclusive, worldwide license to reproduce, copy, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works based on, or otherwise use all such User Content and your name, voice, and/or likeness (if applicable) as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Site and the Services and WiseTech Academy’s (and its successors’ and affiliates’) business, including without limitation for promoting and redistributing part or all of the Site and the Services (and derivative works thereof) in any media formats and through any media channels.

This license includes granting WiseTech Academy the right to authorise a Business Account Owner, to use its User Content with: (i) their employees or persons in similar position; and (ii) customers of Business Account Owners; or (iii) any relevant government authorities or industry bodies, independent of the Site or the Services.

Nothing in these terms will restrict other legal rights WiseTech Academy may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms.

6. Our Proprietary Rights

Except for your User Content, the Site and the Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, User Content belonging to other Users (the “**WiseTech Academy Content**”), and all Intellectual Property Rights related thereto, are the exclusive property of WiseTech Academy and its licensors (including other Users who post User Content or contribute to the Services). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any WiseTech Academy Content. Use of the WiseTech Academy Content for any purpose not expressly permitted by these Terms is strictly prohibited.

7. Free Trial, Business Trial and Project

Certain aspects of the Site and the Services may be provided by commencing a free trial for Business Account Owners (“**Free Trial**”), a free Business Account team trial (for businesses that can be verified as genuine businesses or for customers of WiseTech Global AU and/or WiseTech Global Limited) (“**Business Trial**”), or a free or paid project (for other businesses that WiseTech Global AU and/or WiseTech Global Limited and WiseTech Academy determines in its sole discretion) (“**Project**”). The length of your Free Trial, Business Trial or Project will be set out on the Site or as otherwise organised by WiseTech Academy. We reserve the right, at our sole discretion, to withdraw, modify or vary your Free Trial, Business Trial or Project at any time with no notice and no liability. As a Free Trial, Business Trial or Project User, you represent and warrant that your use and access and the use and access of any of your Business Account Users of the Site and the Services is subject to these Terms.

8. Paid Services

Billing Policies for Business Users

Certain aspects of the Site and the Services may be provided for a fee or other charge.

If you elect to use paid aspects of the Site or the Services, you agree to the pricing listed on the Site or the relevant Service which we may update from time to time. Immediately following the end of each month, WiseTech Global AU shall provide an invoice for the monthly fees and/or charges, showing the total fees and/or charges and all applicable discounts, accompanied by a usage report detailing the source and amount of the fees and/or charges. All fees and/or charges shall be due at the end of the month in which the monthly fees were accrued and payable fourteen (14) days from the date of any invoice unless otherwise specifically provided in these Terms.

Some WiseTech Academy Courses may require you to pay a fee before you can access the course. In the event that you are unsatisfied with the experience in the course, please contact our Customer Support Team at contact@wisetechacademy.com.

WiseTech Academy may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion.

Course Certificates

WiseTech Academy provides Users with certificates of completion for WiseTech Academy Courses free of charge (“**Course Completion Certificates**”). WiseTech Academy Course Completion Certificates for completing WiseTech Academy Courses are not a nationally recognised vocational education and training qualification or statement of attainment, with the exception of statements of attainment, qualifications and records of results earned for the courses labelled “TLIX50816 Diploma of Customs Broking” and “TLIX0008 Comply with biosecurity border clearance”.

Pay-as-you-go Business License

Our pay-as-you-go business license gives you easy and affordable access to WiseTech Academy Courses.

If you as Business Account Owner or your Users under your Business Account choose or purchase a WiseTech Academy Course on the Site or as otherwise organised by WiseTech Global AU and/or WiseTech Global Limited and WiseTech Academy, WiseTech Academy grants each User for that Business Account (“each, a **Business User**”), a non-exclusive, non-transferrable license (“**Business Licence**”) to use certain paid features of the Site and the Services for the duration of that WiseTech Academy course(s) on the Site (“**Business Licence Term for WiseTech Academy Courses**”) pursuant to these Terms. Any renewal of a Business Licence Term for WiseTech Academy Courses (“**Renewal Business Term**”) is automatic upon payment of any fees by the Business Account Owner, during the checkout process on the Site or as otherwise organised by WiseTech Academy, for WiseTech Academy Courses on the Site and permits each Business User use of certain paid features of the Site and the Services for the duration of that WiseTech Academy Course(s). WiseTech Academy grants each Business User, a non-exclusive, non-transferrable license (“**Licence to a Business User Account**”) to use certain unpaid features of the Site and the Services until such time that a Business User decides, at their election, to cancel and/or close, their WiseTech Academy account and/or the Business Owner cancels its WiseTech Academy account and thereby also ending any Licence to a Business User Account. We reserve the right, at our sole discretion, to remove any Business User at any time or cancel their Licence to a Business User Account for any reason, including for non-payment of fees, with no notice and no liability, including if we believe that such Business User violates these Terms.

Payment Information and Taxes

Unless otherwise stated, all fees and or charges are in such currency specified on the Site or together with the Services and all fees and or charges for corporate clients are exclusive of any GST, VAT, sales tax, withholding tax (WHT) or any other analogous taxes (“**Customer Tax**”). You are responsible for paying all fees and applicable taxes in a timely manner with a payment method associated with the applicable payable Services. If your payment method fails or your account is past due, we may collect fees using other collection methods or mechanisms. In addition to any fees and/or charges payable by the WiseTech Global AU and/or WiseTech Global Limited customer for its WiseTech Academy Business Account pursuant to these Terms, that customer shall be liable for and agrees to pay any Customer Tax due on fees and/or charges levied under the Terms or for other Services offered from time to time by WiseTech Academy. Subject to the below paragraph, if the WiseTech Global AU and/or WiseTech Global Limited customer is liable to pay, withhold or deduct any Customer Tax on fees and/or charges levied under these Terms, then the fees and/or charges must be grossed up by such an amount as is necessary to ensure that the net amount received by WiseTech Global AU and/or WiseTech Global Limited after payment, withholding or deduction of any such Customer Tax equals the amount WiseTech Global AU and/or WiseTech Global Limited would have received had there been no payment, withholding or deduction of Customer Tax.

The WiseTech Global AU and/or WiseTech Global Limited customer may pay, withhold or deduct a Customer Tax from fees and/or charges levied under these Terms and is not required to pay any gross up of such an amount to WiseTech Global AU and/or WiseTech Global Limited, provided that:

- a. WiseTech Global AU and/or WiseTech Global Limited consents in writing to the application of this paragraph to the WiseTech Global AU and/or WiseTech Global Limited customer (which can be provided or refused in its sole discretion);
- b. the payment, withholding or deduction of the Customer Tax is required by law;
- c. the amount of the payment, withholding or deduction made by the WiseTech Global AU and/or WiseTech Global Limited customer does not exceed the maximum amount required to be paid, withheld or deducted by that customer under applicable laws and tax treaties; and
- d. the WiseTech Global AU and/or WiseTech Global Limited customer delivers to WiseTech Global AU evidence (in a form acceptable to either of WiseTech Global AU and/or WiseTech Global Limited, as applicable) of:
 - i. its liability to pay, withhold or deduct the Customer Tax, such as a tax invoice, certificate or other documentation before the Customer Tax is paid, withheld or deducted or, if such evidence is not available prior to the due date for payment, withholding or deduction, as soon as practicable thereafter; and
 - ii. the actual payment, withholding or deduction of the Customer Tax, such as a tax receipt.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Site and the Services must be accurate, complete, and current. You agree to pay all fees and/or charges incurred by Users associated with your Business Account as Business Owner in connection with a purchase or transaction or other monetary transaction interaction with the Site or the Services.

Where a WiseTech Global AU and/or WiseTech Global Limited customer is a non-resident of Australia, that customer warrants that, for the term of these Terms, all of its Australian affiliates and related parties are registered for GST. The WiseTech Global AU and/or WiseTech Global Limited customer indemnifies WiseTech Global AU against, and will pay on demand to WiseTech Global AU, any GST, interest, penalties and any other damages or other liability arising from that customer’s breach of this warranty.

All payments under these Terms shall be based on the invoices issued by WiseTech Global AU.

No Refunds

You may cancel or close your WiseTech Academy account at any time by email to contact@wisetechacademy.com. You agree that there are no refunds for cancellation or termination of your User Account. In the event that we suspend or terminate your account or these Terms, you understand and agree that you shall receive no refund whatsoever, including for any unused time on a WiseTech Academy Course, any license or subscription fees of any kind for any portion of the Site and the Services, any content or data associated with your account or for any other reason.

9. Modifying and Terminating our Site and our Services

We change and improve our Site and our Services from time to time to ensure that we are providing our Users with the very best learning experience across the Site, the WiseTech Academy Courses. We may add features or functionality and suspend or remove certain of the Services. WiseTech Academy may terminate your use of any Service for any reason. If your use of a paid Service is terminated, no refund is available pursuant to these Terms. None of WiseTech Global AU and/or WiseTech Global Limited, WiseTech Academy and its affiliates, contributors and other business partners, their employees, contractors, and other agents (the "**WiseTech Parties**") shall have any liability to you for any such action. You can stop using the Site or the Services at any time by cancelling or closing your WiseTech Academy account. You acknowledge and agree that WiseTech Academy may retain and store your information on our systems for archival purposes notwithstanding any termination, cancellation or closure of your User account.

10. Intellectual Property

Intellectual Property Rights

In these Terms, ("**Intellectual Property Rights**") means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant that your User Content and our use of it on the Site or together with the Services will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy and publicity rights. You affirm, represent and warrant that your User Content is neither obscene, defamatory, or otherwise objectionable and that you have verified that your User Content does not contain anything that is illegal, infringes (or is otherwise deceptively similar to) any third-party's Intellectual Property Rights, or otherwise breaches these terms. In such event that your User Content is alleged to be offensive, inappropriate, unlawful or otherwise in breach of these terms, you agree that WiseTech Academy may disclose such User Content to law enforcement or other government authorities.

The Site and the Services contains copyrighted materials, trademarks, proprietary and confidential information, and intellectual property of WiseTech Academy and licensors of WiseTech Academy (collectively, "**Site and Services Proprietary Materials**"), including without limitation source code, video, text, software, photos, graphics, images, music, and sound. You agree not to modify, publish, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Site and Services Proprietary Materials. Site and Services Proprietary Materials may only be accessed through the Site, and not by or from any other site or means. The applicable License granted you by these Terms is a right of access through the Site only, and does not grant to you any right to download or store any Site and Services Proprietary Materials in any medium, other than (i) that downloadable content that may be provided for certain WiseTech Academy Courses, (ii) files that are automatically cached by your web browser for display purposes, and (iii) if we provide desktop, mobile, or other applications for download, a single copy of such application for your computer or mobile device solely for your own, personal use, provided you agree to be bound by an applicable end user license agreement for such application (collectively, the "**Permitted Downloadable Materials**"). Permitted Downloadable Materials are held by you pursuant to a limited revocable right only, and are subject to all restrictions described herein, including the prohibition on further transfer, sale, creation of derivative works, or exploitation in any manner.

WiseTech Academy reserves all Intellectual Property Rights to the Site and Services Proprietary Materials, other than as specifically granted under the applicable License granted you under these Terms. No posting, copying, transmission, retransmission, distribution, redistribution, publication, republication, decompilation, disassembling, reverse engineering, or otherwise reproducing, storing, transmitting, modifying, or commercially exploiting any Site and Services Proprietary Materials in any form or by any means, for any purpose, is permitted without our express written permission. You acknowledge that a breach of any proprietary rights described in these Terms may cause us irreparable damage, for which the award of damages would not be adequate compensation. Consequently, you agree that we may institute an action to enjoin you from any and all acts in violation of those provisions, which remedy will be cumulative and not exclusive, and we may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which we may be entitled at law or in equity.



Our Copyright and Marks

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If appropriate, and at our sole discretion, we may remove or disable access to any materials on the Site that we believe (or are notified) may infringe on the rights of others. Please promptly report any copyright infringement or infringement of Intellectual Property Rights by email to contact@wisetechacademy.com.

Your Marks

As a Business Account Owner, you agree that we may use your logo and name, provided that such use may be for informational purposes only in marketing efforts, solely for the purpose of identifying you as a customer of WiseTech Global AU and/or WiseTech Global Limited and WiseTech Academy, and for no other purpose.

11. Disclaimers

No Warranty

THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WISETECH PARTIES SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE WISETECH PARTIES FURTHER DISCLAIM ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK.

THE WISETECH PARTIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE AND/OR THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND WISETECH ACADEMY AND WISETECH GLOBAL LIMITED WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WISETECH PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SITE AND/OR THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY PARTY OTHER THAN THE APPLICABLE WISETECH PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR INFORMATION. UNDER NO CIRCUMSTANCES WILL THE WISETECH PARTIES BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SITE AND/OR SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

IN NO EVENT SHALL THE WISETECH ACADEMY PARTIES' AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES EXCEED TWENTY FIVE AUSTRALIAN DOLLARS (A\$25.00) PER COURSE OR HALF OF THE TOTAL AMOUNT OF FEES RECEIVED BY WISETECH ACADEMY FROM YOU FOR THE USE OF THE PAID SERVICES THE SUBJECT OF ANY CLAIM, WHICHEVER IS GREATER.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE WISETECH PARTIES, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO WISETECH ACADEMY'S ABILITY TO MAKE THE SITE AND THE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS. NO ACTION, REGARDLESS OF FORM OR NATURE, ARISING OUT OF THESE TERMS MAY BE BROUGHT BY OR ON BEHALF OF YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION FIRST AROSE

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE WISETECH PARTIES FROM ANY AND ALL CLAIMS, LIABILITIES, EXPENSES, AND DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, MADE BY ANY THIRD PARTY RELATED TO: (A) YOUR USE OR ATTEMPTED USE OF THE SITE OR THE SERVICES IN VIOLATION OF THESE TERMS; (B) YOUR VIOLATION OF ANY LAW OR RIGHTS OF ANY THIRD PARTY; OR (C) USER CONTENT, INCLUDING WITHOUT LIMITATION ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER INTELLECTUAL PROPERTY RIGHTS.

12. Governing Law and Jurisdiction

The Site and the Services are managed by WiseTech Global AU and/or WiseTech Academy, which is headquartered and located in Sydney, Australia. You agree that any dispute related to these Terms will be governed by the laws applicable in New South Wales, Australia.

You further consent to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales, Australia (which for the purpose of this clause are defined to include the Federal Court of Australia, exercising jurisdiction out of the New South Wales registry of that court) 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.

13. General Terms

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by WiseTech Global AU and/or WiseTech Global Limited and WiseTech Academy without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Revisions to the Terms

We reserve the right to revise the Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the Site and Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms.

Severability and Waiver

If it turns out that a particular provision of these Terms is not enforceable, this will not affect any other terms. If you do not comply with these Terms, and we do not take immediate action, this does not indicate that we relinquish any rights that we may have (such as taking action in the future).

No Agency

Nothing in these Terms will be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor, or employee of the other. Neither WiseTech Global AU and/or WiseTech Global Limited or WiseTech Academy and its affiliates, nor any other party to these Terms has, or may hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind or to take any action that may be binding on the other, except as provided for in these Terms or otherwise expressly authorised in writing by the party to be bound.

Entire Agreement

These Terms set forth terms governing your use of the Site and the Services and constitute the sole and entire agreement between you and WiseTech Academy with respect to the Site and the Services, including superseding and replacing any other prior or contemporaneous agreements applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights. These Terms shall inure to the benefit of WiseTech Global AU and/or WiseTech Global Limited and WiseTech Academy and its affiliates and its respective legal representatives, successors, and assigns.

14. Contact and Notices

Please contact us at contact@wisetechacademy.com with any questions regarding these Terms.

For any notices relating to these Terms, you may contact us by sending an email to contact@wisetechacademy.com.

Privacy Policy

Effective Date: 9 December 2019

Welcome to WiseTech Academy, the website <https://wisetechacademy.com/> (“Site”) and online services provided by WiseTech Global (Australia) Pty Ltd (ABN 23 112 936 991) (“WiseTech Global AU”) (together, “WiseTech Academy”, “we” or “us”). We recognise the importance of protecting the privacy and the rights of individuals in relation to their personal information.

This Privacy Policy, as may be amended from time to time, together with any documents, policies or terms they incorporate by reference (“Privacy Policy”), tells you how we collect, manage, and disclose your personal information.

By accessing or using the Site and/or the Services, you agree to the collection and use of your information as set out in this Privacy Policy, whether or not you are a registered user of our Site and/or Services and you agree to be bound by our **Terms of Use**, including the policies referenced therein. As some of our Services may be software that is downloaded to your computer, phone, tablet or other device, you agree that we may automatically update this software, and that this Privacy Policy will apply to such updates. This Privacy Policy applies to all WiseTech Global AU and/or WiseTech Global Limited and WiseTech Academy customers, affiliates, employees or guest users of customers or affiliates, members, contributors and others who access the Site and/or the Services (“Users”). Defined terms used in the Terms have the same meaning in this Privacy Policy.

PLEASE READ THIS PRIVACY POLICY CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND EACH PROVISION.

1. What is personal information?

When used in this Privacy Policy, the term “personal information” has the meaning given to it in Australia’s *Privacy Act 1988* (the “Privacy Act”) or “personal data” under *Europe’s General Data Protection Regulation* (the “GDPR”). In general terms, it is any information that can be used to personally identify you. This may include your name, address, telephone number, email address, and profession or occupation. If the information we collect personally identifies you, or you are reasonably identifiable from it, the information will be considered personal information.

2. What personal information may we collect?

To the extent legally permissible in your jurisdiction, we may collect the following types of personal information:

- name;
- mail, email, and street addresses;
- telephone and facsimile numbers;
- profession, occupation, job title, and work history;
- bank details;
- photos and videos;
- course details of any WiseTech Academy Courses and Services that you have purchased from us on the Site, or which you have enquired about, together with any additional information necessary to deliver those WiseTech Academy Courses and Services, respond to your enquiries and generally to complete any commercial transaction between you and us;
- any additional information relating to you that you provide to us directly through our websites or indirectly through use of our Site, other websites or online presence, through our representatives or otherwise; and
- information you provide to us through our service center, customer surveys and/or visits by, or telephone calls from, our representatives from time to time.

We do not ordinarily collect sensitive information as defined in the Privacy Act or the GDPR. In some circumstances, we may collect “sensitive information” from you. Under the Australian Privacy Act, “sensitive information” includes (amongst other categories), as defined in the Privacy Act, information relating to your health, racial or ethnic origin, religious beliefs or affiliations and criminal history. We generally only collect “sensitive information” with your consent or as otherwise permitted or required by law. By accessing or using the Site and/or the Services, you have consented to us collecting all information which is provided to us by you for use in accordance with this Privacy Policy, including any “sensitive information”, unless you tell us otherwise at the time you provide it to us.

We may also collect some information that is not personal information because it does not identify you or anyone else. For example, we may collect anonymous answers to surveys or aggregated information about how Users use our Site.

3. How do we collect personal information?

To the extent legally permissible in your jurisdiction, we collect personal information in a number of ways, including:

- directly from you, such as when you provide information as part of the registration process through MyAccount or on the Site and/or through other onboarding requirements that WiseTech Global AU and/or WiseTech Global Limited and

WiseTech Academy may require from time to time and again, if relevant, on the Site for any WiseTech Academy Courses, by phone or in documents;

- from the use of our Site and Services, including relating to user logins and account credentials;
- from third parties such as our related companies, credit reporting agencies, or your representatives;
- from publicly available sources of information;
- from the organisations identified below under "When we disclose your personal information"; and
- from our own records of how you use our Site and our Services.

If you provide us with personal information about a third party, you represent, and we collect it on the basis that, you have that person's consent for us to collect and handle their personal information in accordance with this privacy policy.

If we are unable to collect the personal information we require, or the information provided is incorrect or incomplete, this may affect our ability to provide our Site and any WiseTech Academy Courses and Services to you.

4. How do we use your personal information?

To the extent legally permissible in your jurisdiction, we collect, hold, use, and disclose your personal information for purposes including to:

- identify you;
- provide you with access to WiseTech Academy Courses and Services that the Business Account Owner has purchased (or relevant Business User has consumed or purchased on behalf of such Business Account Owner) or that a WiseTech Global AU and/or WiseTech Global Limited and WiseTech Academy customer has purchased for business purposes from us on the Site or through other customer support options;
- administer and manage the Site and those WiseTech Academy Courses and Services, including charging, billing, and collecting debts;
- fulfill any external reporting requirements in relation to those WiseTech Academy Courses and Services;
- keep records of your use and access of our Site and our Services;
- inform you of ways the Site and those WiseTech Academy Courses and Services provided to you could be improved;
- research and develop our Site and those WiseTech Academy Courses and Services;
- perform our business activities and functions;
- provide you with customer service;
- maintain and develop our business systems and infrastructure, including testing and upgrading of these systems;
- send communications requested by you;
- answer your enquiries and provide information or advice about existing and new WiseTech Academy Courses, and Services or other products or services;
- provide you with access to protected areas of our Site and/or our Services;
- assess the performance of our Site and improve the operation of our Site;
- fulfill the administrative, planning, quality control, and research purposes of WiseTech Global AU and/or WiseTech Global Limited and WiseTech Academy, its affiliates, related bodies corporate, contractors, and/or suppliers;
- update our records and keep your contact details up to date;
- provide your updated personal information to our related bodies corporate, contractors, and/or suppliers;
- process and respond to any complaint made by you;
- to the extent relevant, contact you and/or pay you for (or in connection with) products or services you provide us; and
- comply with, or act in accordance with, any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in cooperation with any governmental authority of any country (or political subdivision of a country).

To the extent legally permissible in your jurisdiction, we may also collect, hold, use and disclose your personal information to promote and market to you other services that we consider may be of interest to you, including through direct marketing and targeted online advertising. To the extent this is legally permissible in your jurisdiction, you consent to receive such marketing communications by using our WiseTech Academy Courses, the Site and the Services and other products, services, or website, or by providing us with your personal information. We will provide you with an opportunity to unsubscribe from any future promotional or marketing material (such as promotional email offers) and educational material by email to contact@wisetechacademy.com. You may also notify us at any time that you do not wish to receive marketing or promotional material by advising our Privacy Officer at the contact details set out below under "Your rights."

Cookie usage

Cookies are small files which are stored on a user's computer. They are designed to hold a modest amount of data specific to a particular client and website, and can be accessed either by the web server or the client computer.

We use cookies on our Site and certain Services to understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

We also use remarketing tools such as Google Adwords and Analytics to display content-specific advertisements to visitors who have previously visited our site when those visitors go to other websites that have implemented the Google Display Network. WiseTech Global Limited, WiseTech Academy and other third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimize, and serve ads based on visitors' past visits to our website.

To opt out of a third-party vendor's use of cookies visit the Network Advertising Initiative's consumer opt-out page.

All About Cookies has instructions for how to manage your cookie settings.

Our Site may contain links to certain third-party websites. We are not responsible for the privacy, security or handling of your personal information on those third-party websites. You should review the privacy policy and terms of use for those third-party websites each time you visit them.

5. When we disclose your personal information

For the purposes set out above (under "How do we use your personal information") we may disclose your personal information to organisations or persons outside WiseTech Academy or WiseTech Global Limited or its affiliates, to the extent this is legally permissible in your jurisdiction. If we need to disclose your personal information for any other purpose, we will only do so with your consent or—if this is legally permissible in your jurisdiction—where you may otherwise reasonably expect us to do so.

Where appropriate, these disclosures are subject to privacy and confidentiality protections and—as the case may be—other requirements under the GDPR. The organisations and persons to which we usually disclose information include:

- outsourced service providers who manage the services we provide to you, including billing and debt-recovery functions;
- other third parties who we collaborate with for the delivery of joint WiseTech Academy Courses;
- our information technology service providers which may include services that facilitate WiseTech Global AU and/or WiseTech Global Limited and WiseTech Academy and our respective affiliates;
- installation, maintenance, and repair service providers;
- your representatives (e.g. your authorized representatives or legal advisers);
- credit reporting and fraud checking agencies;
- our professional advisers, including our accountants, auditors, and lawyers;
- government and regulatory authorities and other organizations, as required or authorized by law; and
- our related companies.

Some of these organisations or persons may be located in other countries. The countries in which these organisations or persons are located will vary.

6. How do we keep your personal information secure?

We keep your personal information secure by implementing physical and electronic security systems, limiting who can access your personal information, and training our staff to keep your information safe and secure. We also have online and network security systems in place so that the information you provide us with is protected and secure.

Your rights

Under the Privacy Act and subject to its terms, you are entitled to:

- request access your personal information, (which we will generally provide except in circumstances where the law permits us to deny such a request); and
- seek the correction of your personal information if you believe it is accurate, incomplete, out-of-date, irrelevant or misleading.
- Under the GDPR, you are (among other things) entitled to:
 - receive transparent information regarding the processing of your personal data
 - access your personal data, including the right to obtain free of charge a copy of the personal data undergoing processing in a commonly available electronic format
 - rectification of incorrect personal data and completion of incomplete personal data
 - erasure of your personal data, including the "right to be forgotten"
 - restrict the processing of your personal data
 - your data being portable and accessible upon request; and
 - object to the processing of your personal data

If you wish to exercise any of the above rights or if you have any questions about this Privacy Policy, any concerns or a complaint regarding the treatment of your privacy, or a possible breach of your privacy, please use the contact link on our website or contact our Privacy Officer at:

Email: privacyofficer@wisetechglobal.com

Post: PO Box 6390, Alexandria NSW 2015 Australia.

If you do make a complaint or allege a breach, WiseTech Global AU and/or WiseTech Global Limited and/or WiseTech Academy or its affiliates will investigate your complaint and use reasonable endeavors to respond to you in writing within 28 days of receiving the written complaint. If we fail to respond to your complaint within 28 days of receiving it in writing, or if you are dissatisfied with the response that you receive from us, you have the right, depending on the jurisdiction, to make a complaint to the applicable regulator. In the case of the Privacy Act, the applicable regulator is the Office of the Australian Information Commissioner. In the case of the GDPR, the applicable regulator will be the local regulator in your jurisdiction in Europe.

Changes to our privacy policy

We operate in a dynamic business and technological environment. Over time, aspects of our business or technology may change as we respond to changing market and technological conditions. This may require our policies to be reviewed and revised. We reserve the right to change this privacy policy at any time and to notify you by posting an updated version of the policy on our website. If at any point we decide to use personal information in a manner materially different from that stated at the time it was collected, we will notify users by email or via a prominent notice on our website and, where necessary, we will seek the prior consent of our users.

General Data Protection Regulation (GDPR)

On the 25th of May 2018, The European Union (EU) implemented a new set of laws designed to strengthen the privacy rights of EU citizens called the General Data Protection Regulation. These new laws affect how EU citizen's personal data is collected, processed and used, no matter where a business or organization is located. They have been created in response to the increasing globalization of business, international flows of personal data, and the rapid advancements of the technologies that make these flows possible.

Frequently Asked Questions

Does WiseTech Global make commitments to its customers with regard to the GDPR?

Yes. The GDPR requires that controllers (such as customers using WiseTech Global's CargoWise™ logistics software solutions) only use processors (such as WiseTech Academy's parent entity, WiseTech Global Limited) that provide sufficient guarantees to meet key requirements of the GDPR. WiseTech Global has taken the proactive step of providing these commitments to all Maintenance and Licensing agreement customers as part of their agreements.

Where can I find WiseTech Global Limited's contractual commitments with regard to the GDPR?

You can find WiseTech Global Limited's contractual commitments with regard to the GDPR in the online GDPR Terms. WiseTech Global Limited's Maintenance and Licensing agreements include the GDPR Terms, which provide WiseTech Global Limited's core privacy and security commitments, data processing terms, EU Model Clauses, and our GDPR Terms. The GDPR Terms commit WiseTech Global Limited to the requirements on processors in GDPR Article 28. WiseTech Global Limited extends the GDPR Terms commitments to all Maintenance and Licensing agreement customers, regardless of the applicable version of customer's agreement.

What commitments are in the GDPR Terms?

WiseTech Global Limited's GDPR Terms reflect the commitments required of processors in Article 28. Article 28 requires that processors commit to:

- Only use subprocessors with the consent of the controller and remain liable for subprocessors;
- Process personal data only on instructions from the controller, including with regard to transfers;
- Ensure that persons who process personal data are committed to confidentiality;
- Implement appropriate technical and organizational measures to ensure a level of personal data security appropriate to the risk;
- Assist controllers in their obligations to respond to data subjects' requests to exercise their GDPR rights;
- Meet the breach notification and assistance requirements;
- Assist controllers with data protection impact assessments and consultation with supervisory authorities;
- Delete or return personal data at the end of provision of services; and
- Support the controller with evidence of compliance with the GDPR.

Under what basis does WiseTech Global Limited facilitate the transfer of personal data outside of the EU?

On and from 25 May 2018, WiseTech Global Limited will be using the Standard Contractual Clauses (also known as the EU Model Clauses) as a basis for transfer of data for its enterprise online services. The Standard Contractual Clauses are standard terms provided by the European Commission that can be used to transfer data outside the European Economic Area in a compliant manner. WiseTech Global Limited has incorporated the Standard Contractual Clauses into all of our Maintenance and License Agreements via the GDPR Terms.