

Terms and Conditions Image Innovators Consultants

Parties

- Image Innovators International Pty Ltd - ABN 64 657 962 788 of 16/43-45 East Esplanade, manly NSW 2095 Australia (IIIPL),
- The person specified in the registration details as recorded by the Consultant in the IIIPL Merchant Register. If this party is a company, then the Owner/s of that company is/are also parties to this Agreement (Consultant)

Date

- This agreement commences when the Consultant first registers with the business Image Innovators or its predecessor, The Australian Image Company. Such date is recorded in the IIIPL Merchant Register.

Background

- IIIPL is the owner and developer of the Software and Products.
- The Consultant has requested and IIIPL has agreed to grant the Consultant a non-exclusive right to operate the Consultancy Business on the terms set out in this Agreement.

Intellectual Property and Usage

- Consultants are granted a non-exclusive, non-transferable sublicense to use IIIPL's intellectual property (e.g., trademarks, software, and materials) strictly for the purposes of operating their consultancy business. This license is contingent on maintaining an active membership and adherence to the agreement terms.
- Consultants are prohibited from altering, duplicating, or sublicensing any IIIPL intellectual property. Unauthorised use, modification, or distribution is strictly forbidden.
- Upon termination, all IIIPL materials, intellectual property, and confidential information must be returned, including removal from any digital platforms or printed materials. Consultants may, however, retain and continue to use any tools and products they purchased outright during their membership, provided they comply with any ongoing usage terms set by IIIPL and do not violate intellectual property or confidentiality clauses.
- Any goodwill developed through the use of IIIPL's trademarks is considered the exclusive property of IIIPL.

Membership Levels and Benefits

Overview of Membership Levels

- Membership with Image Innovators (IIIPL) is offered at various levels, each providing distinct benefits, resources, and opportunities tailored to support consultants at different stages of their journey.
- Each membership level comes with its own specific set of benefits, including training resources, promotional materials, license keys, and support services.
- Consultants gain access to these benefits upon joining a level, and they are expected to maintain compliance with all terms and conditions to retain these benefits.

Benefit Retention and Loss Upon Level Change

- When a consultant changes their membership level (either by upgrade or downgrade), they immediately gain the benefits associated with their new level while losing any benefits exclusive to their previous level.
- Any additional benefits that exceed the limits or "ceiling" of the new membership level (such as extra free license keys) will no longer be valid or accessible. Consultants must adjust their usage to align with the benefit cap of the new level.
- Benefits, including resources, support, and licenses, are non-transferable and do not carry over if the consultant moves to a level that does not include or limits these benefits.

Free License Keys and Usage Limits

- Each membership level includes a set number of free license keys based on the level's ceiling. For example, higher-tier levels may include additional license keys or resources as part of their benefits.
- Upon downgrading to a lower level, any free license keys or resources that exceed the ceiling of the new level will be deactivated. Consultants are responsible for managing their resources to ensure they comply with the limits of their current level.

Maintenance of Benefits and Compliance

- Consultants must remain in good standing within their membership level to retain access to all associated benefits.
- Any misuse or attempt to access benefits beyond the limits of the membership level may result in penalties, including the revocation or suspension of membership.

Fees and Payment

- Consultants are responsible for paying monthly or annual membership fees through the payment method specified by IIIPL. Failure to pay monthly fees or an annual fee within 30 days can result in immediate deactivation of membership.
- Consultants must ensure sufficient funds are available to cover all recurring fees and product purchases.
- In disputed invoices, the consultant must raise the dispute in writing within 10 days of receipt but must still pay the full amount by the due date until the dispute is resolved.
- Fees are non-refundable, and any late payments may incur interest at the specified rate.

Consultant Responsibilities

- Consultants must dedicate sufficient time and effort to promote IIIPL products and maintain high standards in client service, including courtesy, integrity, and professionalism.
- Compliance with all relevant laws and regulations is mandatory, including correct labelling and advertising practices. Consultants must indemnify IIIPL against any legal claims arising from non-compliant advertising or other unlawful activities.
- Consultants are not employees or agents of IIIPL; they operate independently and cannot legally bind IIIPL in any agreements, make claims, or incur any debts in its name.
- Consultants may be required to undertake training as directed by IIIPL, covering any costs involved, to ensure a high standard of consultancy service.

Non-Competition and Confidentiality

- Consultants agree not to compete directly or indirectly with IIIPL's products and services during the term of the agreement and for two years after termination. This includes restrictions on promoting competing products and diverting clients or other consultants to competitors.

- Confidential information obtained through IIIPL, such as business practices, client data, or product details, must be kept confidential even after termination, with exceptions only if legally mandated.
- Consultants are prohibited from creating any derivative works or adaptations of IIIPL's intellectual property without permission.

Product Orders and Liability

- Products ordered through IIIPL's system, cannot be cancelled without written consent.
- The risk of loss or damage to products transfers to the consultant upon delivery. However, the title remains with IIIPL until full product payment is made.
- Consultants are solely responsible for costs associated with marketing and promotion and must ensure all promotional material meets legal and ethical standards.
- Consultants must maintain insurance coverage for their consultancy operations and indemnify IIIPL against third-party claims or liabilities arising from their business activities.

Termination and Post-Termination Obligations

- Either party may terminate the agreement with a 30-day written notice or immediately in the event of significant breaches, such as insolvency or repeated payment defaults.
- Upon termination, consultants must cease all sales and marketing activities related to IIIPL products and services. They must also return or destroy all IIIPL-owned materials, including intellectual property and client information.
- Customer data collected during the term of the agreement reverts to IIIPL.
- Certain clauses, like confidentiality and non-competition, remain enforceable beyond the termination of the agreement.

Dispute Resolution and Jurisdiction

- Disputes should first be addressed through negotiation between the parties. If unresolved, disputes can be escalated to mediation under the guidelines of the Institute of Arbitrators & Mediators Australia.
- Legal proceedings or arbitration may be pursued if mediation fails without forfeiting either party's right to seek formal legal remedies.
- The agreement is governed by New South Wales and Australia laws, and disputes will be subject to its courts, except in cases where mediation or arbitration is agreed upon.

Miscellaneous Provisions

- **Entire Agreement:** This agreement supersedes any prior agreements or understandings. Amendments are only valid if documented in writing and signed by both parties.
- **No Waiver:** A delay or failure to enforce rights under this agreement does not constitute a waiver of those rights.
- **Severability:** If any provision is deemed invalid, it shall be modified or removed without affecting the validity of the remaining provisions.
- **Assignment:** IIIPL has the right to assign or transfer its interests in this agreement, while consultants may not transfer or subdivide their consultancy license without consent.
- **Indemnities and Set-Off:** Consultants must indemnify IIIPL for any losses or claims resulting from their breach of contract or negligence and cannot withhold payments due to any alleged non-performance by IIIPL.
- **Relationship of Parties:** Nothing in this agreement creates a partnership, agency, or fiduciary relationship between the parties.
- **Notices:** Any required communication must be in writing and may be delivered personally, by post, or electronically as outlined in the agreement.