



# Terms & Conditions

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## 1. Subscription

The IMAA Learning Academy (the "IMAA Academy") provides online media and business management courses. By enrolling in any course, the user acknowledges that they have read and agree to be bound by these terms and conditions.

The user acknowledges that the IMAA Academy offers two learning paths; an All-inclusive program or individual modules. The Academy does not guarantee the accuracy, completeness, or timeliness of any of the materials provided and is not liable for any errors or omissions in the materials. The Academy is not responsible for any decisions or actions the user takes based on the materials provided.

## 2. Pricing & Payment Terms

### 2.1. Pricing and Payment

All prices are in Australian dollars and exclude GST, unless otherwise indicated. Prices may be subject to change or correction at any time without notice.

Priced resources may differ between IMAA members and non-members. (IMAA Members and Media Owners can access resources at a negotiated discount, whereas non-members can only purchase at casual rates).

At the time of registering, users must enter their Agency or organisation to receive membership pricing. The IMAA will verify this.

IMAA Members can pay by direct deposit or credit card. Non-members must pay upfront with valid credit or debit cards.

### 2.2 Subscription duration

The IMAA Academy does not offer discounts. Each subscription lasts for 12 months and begins when a business is onboarded.

Businesses are not required to fill all available slots immediately; they may add new users at any time throughout the subscription period.

However, all users must complete their training within the 12-month subscription window.

### 2.3 Ongoing access under subscription

Ongoing access to the priced resource updates will be predicated on organisations maintaining their resource subscription at the time of renewal each year. If an individual or organisation opts not to renew, has its membership lapsed, or ceases its subscription, access to the IMAA Academy will be removed. Should lapsed members wish to re-access the templates after rejoining, they will be required to resubscribe under the subscription model.

## **3. Access to the Academy**

### **3.1 User access**

The Academy grants users a limited, non-exclusive, non-transferable licence to access and use the courses for personal and non-commercial purposes. Users may not share or distribute login information or allow others access to the IMAA Academy. Users are solely responsible for maintaining the confidentiality of their login information.

If an individual user has access to the IMAA Academy via an employer (who has paid for the subscription), and employment is terminated, the IMAA reserves the right to terminate all access to the IMAA Academy for that user. Furthermore, membership can not be transferred to a new employee.

The user agrees to use the courses and all materials provided by the IMAA Academy for lawful purposes only. The user may not use the courses or materials for any illegal or unauthorised purpose or in any way that infringes the rights of others or violates any applicable laws or regulations. Initial access to the IMAA Academy will be granted upon clearance of funds into the IMAA financial account. From clearance of funds, the user will be emailed within 48 hours a link with registration details to the Academy.

### **3.2 Access requirements**

In order to access the IMAA Academy, the users' details must be registered, including (but not limited to):

- a. First and last name.
- b. Position.
- c. Organisation (if applicable).
- d. Address.
- e. Email address.
- f. Phone.
- g. Credit Card details (if applicable).

### **3.3 Access to self-paced modules**

The IMAA content will be released approximately every four to six weeks at the discretion of the IMAA. Users will have access to the content for twelve months from the date of access to the Academy learning portal. At the twelve-month mark, access will expire, and users will need to re-register and pay for the self-paced modules should they wish to complete them again.

## **4. Payment**

### **4.1 Payment Information**

Payment must be made in order to receive access to the IMAA Academy. If paying by credit card, access will not be granted until payment has been received in full. If you wish to pay by an alternative method or have any questions, please contact the IMAA via email at [info@theimaa.com.au](mailto:info@theimaa.com.au)

### **4.2 Cancellation and Refund**

All purchases are non-refundable.

The Academy does not guarantee that the courses or materials provided will meet your requirements or that they will be uninterrupted, error-free, or free from viruses or other harmful components. The user is solely responsible for ensuring that the computer or device meets the minimum technical requirements to access and use the courses.

No refunds will be made to users following the purchase of a self-paced module if they fail to access the module prior to its access expiration date.

### **4.3 Change in Membership or Partnership status**

Users who purchase a MEMBER subscription may have access to their membership suspended if they withdraw as a Member or Media partner of the IMAA and have received the Member discount.

## **5. Privacy**

### **5.1 Privacy Statement**

The user acknowledges that the IMAA may collect and use user personal information in accordance with its Privacy Policy. By enrolling in any course, the user consents to collecting and using their personal information as described in the Privacy Policy.

## **6. Content**

### **6.1 Professional development materials**

The content included within the IMAA Academy remains the copyright of the IMAA and/or the contributors. This content must not be distributed to any third party at any time or in any form without written permission from the IMAA. Any breach of copyright, including any unauthorised use of the material, may lead to legal action.

### **6.2 Intellectual Property**

All materials, including but not limited to text, graphics, images, videos, and audio recordings, provided by the Academy are protected by copyright laws and are owned by the Academy or its licensors. Users may only use the materials for personal, non-commercial purposes and may not reproduce, distribute, transmit, display, or perform the materials without the Academy's prior written consent. All inquiries seeking permission to reproduce any part of a resource should be addressed to the IMAA.

Any breach of copyright, including any unauthorised use of the material, may lead to legal action

### **6.3 Business in a Box**

A third-party organisation curated the content within the 'Business in a Box' program. The IMAA cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained in these resources. Legislation, regulation, and standards change regularly, and the approved provider's responsibility is to ensure the currency and accuracy of the information contained in a policy.

In addition, there may be links to third-party websites or resources for the user's convenience, the IMAA cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained in these resources.

## 6.4 Resources

The information provided within the resources is advisory in nature only. The IMAA has made every effort to ensure the information within the Academy is accurate and current at the date of release. However, we cannot guarantee nor accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained in our resources or on any linked site within our resources.

The IMAA has made every effort to ensure that the documents are virus-free at the time of loading onto the website but cannot guarantee that the documents are virus-free. Services are advised to check the document for viruses prior to downloading. The IMAA does not accept any liability for any damage or loss to the service as a result of using this document or for any errors or omissions in the contents of the documents as a result of incompatible versions or viruses

## 6.5 Program changes

The IMAA Academy may modify, suspend, or terminate any course or the entire Academy at any time without notice. The Academy is not liable for any damages, costs, or losses incurred by you as a result of any modification, suspension, or termination.

## 7. Disclaimer

The IMAA reserves the right to change these terms and conditions at any time without prior notice. These terms and conditions are governed by and construed in accordance with the laws of the state of New South Wales, Australia, and the parties submit to the jurisdiction of that state's courts.

If you have any questions or concerns regarding these terms and conditions, please contact the IMAA at [info@theimaa.com.au](mailto:info@theimaa.com.au)



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