

GESTALTIX® TERMS AND CONDITIONS

INTELLECTUAL PROPERTY NOTICE

By accessing, browsing, or using www.gestaltix.com.au, you acknowledge that you have read, understood, and accepted this Intellectual Property Notice:

Unless otherwise specified, all materials appearing on this site; including text, product designs, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of Gestaltix Pty Ltd, Copyright ©, ALL RIGHTS RESERVED.

You may use the content of this site only for the purpose of reviewing information, browsing in the store or placing an order and for no other purpose. No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any form or by any means without our prior written permission. All rights not expressly granted herein are reserved. Any unauthorised use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Purchase of Gestaltix products, comprised of courses, electronic files (Word, Excel, Powerpoint, Adobe pdf), materials and kits ("Gestaltix Materials") signifies you, the customer, agrees to the following:

"Customer" means either you as an individual or your company, partnership or similar entity, if you are receiving Gestaltix Materials in your capacity as an individual, employee, contractor or agent of such entity.

Ownership of Information: Except for the Conditional Permission to Use rights expressly provided herein, it is understood that Gestaltix Pty Ltd (ABN 14 163 769 775) has and will retain all rights, title and interest in and to all products, electronic files (Word, Excel, PowerPoint, Adobe pdf) and other materials and educational resources provided.

It is understood that Gestaltix Pty Ltd is and remains the owner and exclusive licensee of:

- > Australian Registered Design intellectual property utilised in Gestaltix Materials;
- > Australian Registered Trademarks used in Gestaltix Materials;
- > Copyright in all literary and artistic works appearing in Gestaltix Materials;
- > Know-how and trade secrets incorporated in the tools and processes of the methodologies used in Gestaltix Materials.

All Rights Reserved. 'Gestaltix®', 'See the whole improvement picture™', 'Improvement 123®', 'Create Order™', 'Add Value™', 'Increase Velocity™', 'Velocity Improvement Planner™', 'Priority Reckoner™', 'Value Tracker Board™', 'Courier Capers™', 'Identify Define Solve™', 'IDS Problem Solving™', 'IDS Fast Track™' and their respective logos are trademarks of Gestaltix Pty Limited and may not be used without permission.

LIMITATIONS OF USE

Conditional Permission to Use: A limited, non-exclusive, non-transferable, non-sub licensable right and authority, is granted by Gestaltix Pty Ltd, to use Gestaltix Materials only in the context as it has been designed by Gestaltix Pty Ltd. This Conditional Permission to Use is limited with regard to use by Customer of the Gestaltix Materials and Customer shall not use the materials for resale or external use.

Gestaltix Materials may not be shared, distributed, rented, sublicensed or any copies of the Gestaltix Materials transferred, or portions thereof, with or to a third party or allow a third party to use the Gestaltix Materials.

Purchase of Gestaltix products expressly grants a license to utilise Gestaltix Materials supplied within the products, limited to use for the purposes of internal training and personal reference only.

Purchase of Gestaltix products permits Gestaltix Materials supplied within the products only to be included in internal programs. It is not permitted to create new products or derivative works using some or all of the materials in any written, visual or audio form, or by any means, electronic or mechanical. Any such activity constitutes an infringement of Gestaltix Pty Ltd proprietary rights, copyrights or trademarks, and may result in legal action, financial penalties and/or additional consequences.

At any time Gestaltix Materials are used, whether following or adapting the methodologies, the methodologies are to be delivered in a manner that is neither defamatory to Gestaltix or to any party or person involved with its use.

GESTALTIX MATERIALS LICENCING

Granting of licence:

Purchase of Gestaltix products grants a perpetual, non-exclusive and non-transferrable organisation licence, permitting continued use of Gestaltix Materials processes, methods, training materials and tools by the authorised organisation only.

The granting of the licence for continued use of Gestaltix Materials processes, methods, training materials and tools is subject to full payment being received.

Termination of licence:

Payment default for Gestaltix products automatically revokes the organisation licence for the use of products.

In the event the licensed organisation becomes a wholly or partly owned subsidiary, insolvent or files for bankruptcy, the Gestaltix Materials organisation licence terminates automatically, subject to a new licence for continued use being granted in writing from Gestaltix. Continued use is not permitted in the absence of a new licence being granted, and all files and materials must be returned to Gestaltix.

GESTALTIX PRODUCTS RESALE

Permission and authorisation for resale of Gestaltix products is only granted through Gestaltix Affiliate memberships. Without express permission and authorisation from Gestaltix Pty Ltd in the form of Gestaltix Affiliate membership, it is not permitted to uphold you or your organisation as a reseller, distributor or retailer.

DAMAGES DISCLAIMER

Gestaltix Pty Ltd will not be liable for any loss or damages of any kind arising from the use of Gestaltix courses, Gestaltix Materials, and Improvement 123 products including, but not limited to direct, indirect, incidental, punitive, special, and consequential loss or damages.