Terms and Conditions – For Cognisium Experts

This document details the Terms and Conditions applicable to an Expert who seeks to provide services to a Client via our Platform at www.cognisium.com

These terms and conditions are the contract between you and Cognisium Pty Ltd ("us", "we", “our” etc). By visiting or using Our Website, you agree to be bound by them.

Cognisium is a trade name of Cognisium Pty Ltd, ACN 642 297 130, whose registered office is at LEVEL 1, 9-11 GROSVENOR St, NEUTRAL BAY, NSW 2089

If you do not agree with it, you should leave Our Website and stop using Our Website or the services immediately.

Background

A. Cognisium is a marketplace for executives and senior executives who joined the Platform to provide services to Clients.

B. The Platform is available to Experts and Clients providing that they registered in accordance with the “WEBSITE TERMS OF USE” described on this webpage at www.cognisium.com/terms-of-use.

C. Cognisium receives a commission of the Expert’s total fee for each engagement between the Expert and the Client at the conclusion of Expert’s work or as advised by the Expert. This fee is paid by the Client (in addition to the Client reimbursing an Expert 100% of their fee).

D. Cognisium is not an agent for the Expert or the Client. Cognisium only facilitates the introduction between the Expert and the Client. The contract for the provision of services to the Client is between the Expert and the Client who jointly agree to the terms between them without the involvement of Cognisium Pty Ltd.

E. Cognisium Pty Ltd does not accept any liability for underperformance, mismanagement or cessation of services by the Expert or withdrawal of services by the Client.

1. Definitions

All definitions appearing on this webpage at www.cognisium.com/terms-of-use and titled “Cognisium Pty Ltd – WEBSITE TERMS OF USE” apply.

Consent: By accessing and/or using our Website, you agree to these terms of use and our Privacy Policy available at www.cognisium.com/privacy-policy

“Platform”	means the Cognisium online Platform at www.cognisium.com developed by us in order to connect Experts with Clients.
“Expert”	means the freelance member who joined our Platform with the sole objective to provide services to the Client. On our Platform, the word “Expert” is only meant to differentiate the freelance executives from Clients. Cognisium is not responsible for your level of expertise and does not endorse nor dissuade your expertise in a particular industry, function or field of expertise. If you do represent and warrant that you are an expert in a field of expertise, topic or function, you acknowledge and agree that the representation has been made without our endorsement or knowledge.
“Client”	means the Clients of Cognisium Pty Ltd who joined the Platform to connect with Experts.
“Client Brief”	means the brief that the Client posted on our Platform to state the scope of work for the provision of services by the Expert.
“Engagement”	means services undertaken by the Expert for the Client.
“Content”	means the textual, visual or audio content that is encountered as part of your experience on Our Platform. It may include, among other things: text, images, sounds, videos and animations. It includes content posted by you.
“Cognisium”	means us and the marketplace business of operating it. It also includes membership we provide (“Cognisium Membership”).
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other material on Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly;
“Service”	means all of the services offered for sale through Our Website by the Expert whether free or charged.
“Our Website”	means any website of ours, and includes all web pages controlled by us.

“Our Fee”	means the fee that Cognisium receives as a result of the Engagement between the Expert and the Client and calculated as 20% of the total amount that the Expert invoiced the Client (Engagement amount). This fee is paid by the Client. If the engagement results in a full time role, Cognisium receives a one-time commission of 25% of the first year’s salary. This fee is paid by the Client.
"you” “yours” etc,	means you, the party to this agreement.

2. Our contract

2.1. Cognisium Pty Ltd is neither a buyer nor provider of Services offered for sale. We are neither a principal nor agent in a buying transaction.

2.2. Cognisium is a marketplace. We are agents of a Client only to the extent of use of Our Website as a Platform for meeting and engaging the services of an Expert.

2.3. The relationship between you and us is solely that:

2.3.1 we provide for you a marketplace where you can sell professional services to a Client,

2.3.2 we are not your partners or joint venturers.

2.4. We are not responsible for supply of any Engagement or for the cancellation and refund procedure should you or the Client decide to cancel an Engagement for any reason.

2.5. These terms and conditions regulate the business relationship between you and us. By joining our Platform free of charge, you agree to be bound by them.

2.6. In any dispute with a Client, you should deal only with the Client. We have neither legal obligation nor detailed information about the Services that the Client and you agreed upon.

2.7. The contract for the provision of Services is between you (the Expert) and the Client.

2.8. We may change this agreement in any way at any time. The version applicable to your contract is the version which is active on Our Website at the time that the contract was made.

2.9. Although we are not a party to your contract with a Client introduced to you via Our Website, we shall terminate your Cognisium Membership if a Client has a valid complaint against you.

3. Cognisium Membership - Expert

3.1. Cognisium Membership is free. The terms for joining our Platform are stated on this webpage and referred to as “Cognisium Pty Ltd - WEBSITE TERMS OF USE” at www.cognisium.com/terms-of-use and in this document.

3.2. If you are joining as an Expert you represent and warrant that you are whom you state you are and that you are not impersonating someone else.

3.3. When registering to join our Platform you will be requested to provide your email address. We only accept an email address that is genuine and that only connects you that respective email address.

3.4. You represent and warrant that you are not prevented from joining the Platform by a contract with a former or current employer or by any other restrictions placed upon yourself contractually.

3.5. You acknowledge and agree that we may, at our sole discretion, deny access to the Platform to you if we feel that your expert credentials are not suitable for Cognisium Platform.

3.6. Trading outside the platform. We reserve the right to cancel your Cognisium Membership if we find that you contract and trade outside the Platform with a Client whom you identified using our Platform.

3.7. We reserve the right to cancel your Cognisium Membership at our discretion without providing you a notice or reason.

3.8. We reserve the right to modify these terms and conditions of this agreement at any time, without notice. Your continued use of the Cognisium Platform after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement. The terms that apply to you are those Posted here on Our Website on the day you join as an Expert.

3.9. By accepting these terms and conditions, you do instruct us to give you access to use our Platform.

4. Your account and personal information

4.1. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.

4.2. You acknowledged and agreed that you read and understood our Privacy Policy on our website at www.cognisium.com/privacy-policy.

4.3. Once you applied for an Expert Cognisium Membership, we at our discretion may refuse access to our Platform and deny Cognisium Membership.

4.4. When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

4.5. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

4.6. Platform Closing: Cognisium reserves the right to discontinue the use of its Platform at its discretion by giving a one week notice to Experts and Clients. Upon the termination of Cognisium Platform, all data acquired by Cognisium on behalf of the Expert or on behalf of the Client, will be securely deleted and may not be accessible by Cognisium or any other party from that point forward.

5. Complaints about Your Service

You agree that you will at all times:

5.1. reply promptly and in any event within 48 hours to any Client message or other correspondence;

5.2. comply with the law relating to all aspects of the contract between you and your customer, relating in particular to your obligations to provide full information;

5.3. when you have an obligation to return money to a customer for any reason, you will do so immediately;

6. The selling procedure

6.1. Cognisium Pty Ltd is not responsible for the fulfilment of your contract to sell a Client services.

6.2. Your contract with a Client through Our Website is made when you acknowledge the order or commence Your Service. Until that time, the Client's action is an "invitation to treat". You have the opportunity to accept or decline a Client's offer for the provision of services to the Client.

6.3. If you and the Client accepted the terms of the Engagement, you and the Client may enter into an Engagement agreement strictly between you and the Client without the involvement of Cognisium.

6.4. With your Cognisium Membership, you may choose between three daily rates: USD 1,400 per day, USD 1,800 per day or USD 2,200 per day. You acknowledge and agree that you will not use different rates in negotiating the Engagement with the Client.

6.5. Once the Expert and the Client entered into an agreement, the Expert must inform Cognisium of the starting date, duration and rate of the agreement.

6.6. When you invoice the Client you must follow the Cognisium Platform procedure that tells us:

6.6.1 When the invoice was raised and sent to Client

6.6.2 Amount invoiced and

6.6.3 Whether or not the invoice is final

6.7. When your invoice has been paid by the Client, you must notify Cognisium and marked the service as paid.

6.8. Cognisium shall not charge Experts any fees. Our Fee is paid by the Client and represents a percentage of the total Engagement fee that the Expert has invoiced to the Client.

6.9. You must notify us immediately if the Client suggests to make payments in a manner that prevents us to collect Our Fee.

7. Advertising your Service

If you accept our offer to advertise market or promote Your Service, the following conditions apply.

7.1. We shall not advertise your service without prior consent from you.

7.2. With prior consent by you, advertising your service may include your partial name, photo, or a partial screenshot of your Cognisium Profile without contact details.

7.3. We give no guarantee as to the success of any advertising placed.

7.4. We shall not pay you any fees for advertising your services.

7.5. We shall receive no secret commission on advertising your services.

8. Your Expert service warranties

8.1. The Expert warrants that the information provided to the Cognisium Platform with respect, but not limited to, identity, experience, qualifications, skills, achievements is accurate and true.

8.2. You warrant that any of your services you place on Our Website for sale:

8.2.1 is not: illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to any third party;

8.2.2 does not offend against the law of any country whose citizens might purchase it;

8.2.3 is not intended primarily to advertise any business, except your business, so far only as it is carried on through Cognisium Platform.

8.3. You warrant that you own the copyright of any service you place on Our Website for sale, or software licenses or that you have the permission of the copyright owner or software licenses;

8.3.1 to place the service on Our Website for sale;

8.3.2 to receive the net proceeds of such sales as arise;

8.3.3 to defend the copyright in the service.

9. How we handle your Content

9.1. Our privacy policy is strong and precise. You acknowledge and agree that as a condition for joining Cognisium Platform, you have read, understood and agreed to our Privacy Policy that also details how we handle your Content and personal information.

9.2. If you Post Content to your Profile area of Our Website it becomes available in the public domain and accessible to our Clients. We have no control over who sees it or what anyone does with it.

9.3. Posting Content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.

9.4. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.

9.5. We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted to us a licence to use it in the terms set out above.

9.6. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.

9.7. You must notify us of any security breach or unauthorised use of your account.

10. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website that relates to your Profile as requested upon registration. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law.

We undertake a check of your Profile input prior to activating your account. This can also include a phone call if we feel we need to do so.

You agree that you will not use or allow anyone else to use Our Website to Post Content or undertake any activity which is or may:

10.1. be unlawful, or tend to incite another person to commit a crime;

10.2. be obscene, offensive, threatening, violent, malicious or defamatory;

10.3. be sexually explicit or pornographic;

10.4. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age, or affiliation with any person;

10.5. use a posting to solicit responses unconnected with the purpose of Our Website or the terms proposed by this agreement.

11. Your Profile: restricted Content

In connection with the restrictions set out below, we may refuse or edit or remove a Profile which does not comply with these terms.

In addition to the restrictions set out above, a posting must not contain:

11.1. hyperlinks, other than those specifically authorised by us;

11.2. keywords or words repeated, which are irrelevant to the Content Posted;

11.3. the name, logo or trademark of any organisation other than the ones you worked for in the past;

11.4. inaccurate, false, or misleading information;

11.5. material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18 years old.

12. Removal of offensive Content

12.1. For the avoidance of doubt, this paragraph is addressed to any person who visits Our Website for any purpose.

12.2. We are under no obligation to monitor or record the activity of any User of Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.

12.3. If you are offended by any Content, the following procedure applies:

12.3.1 your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.

12.3.2 we shall remove the offending Content as soon as we are reasonably able;

12.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;

12.3.4 we may re-instate the Content about which you have complained or we may not.

12.4. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.

13. Security of Our Website

If you violate Our Website or our Platform we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

13.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.

13.2. link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;

13.3. download any part of Our Website, without our express written consent;

13.4. collect or use any service listings, descriptions, or prices;

13.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;

13.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Services;

13.7. share with a third party any login credentials to Our Website.

13.8. Despite the above terms, we now grant a licence to you to:

13.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without

specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

13.8.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

14. Storage of Messages

14.1. We assume no responsibility for the deletion or failure to store, deliver or timely deliver messages.

14.2. We may, from time to time and without notice, set limit(s) on the number of messages you may send, store, or receive through the service, and we retain the right to delete any messages above such limit(s) without any liability whatsoever, and you hereby release us from any such liability. Any notice provided by us to you in connection with such limit(s) shall not create any obligation to provide future notification regarding any change(s) to such limit(s).

15. Termination

15.1. You may terminate this agreement at any time, for any reason, with immediate effect. You may terminate the agreement either by sending notice to us by post or email. We reserve the right to check the validity of any request to terminate your Cognisium Membership by getting in touch with you and verifying verbally that you wish to terminate Cognisium Membership.

15.2. We may terminate this agreement at any time, for any reason, with immediate effect at our discretion or if you failed to comply with any of the terms of this agreement.

15.3. Trading outside our Platform with a Client you identified via our Platform, for the purpose of Client circumventing Our Fee, results in immediate cancellation of your Cognisium Membership.

15.4. If you terminate, we shall not be liable to you whatsoever, and you hereby release us from any such liability.

15.5. Termination by either party shall have the following effects:

15.5.1 your right to use the Cognisium Membership immediately ceases;

15.5.2 we are under no obligation to forward any unread or unsent messages to you or any third party;

16. Copyright and other intellectual property rights

All Content on Our Website, for example page text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of either us or our affiliates or suppliers of services for sale. It is all protected by international copyright laws.

16.1. You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as is expressly permitted in this agreement or with our written consent.

16.2. For the sake of good order you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.

17. Interruption to the Cognisium service

17.1. We give no warranty that Our Service will be satisfactory to you.

17.2. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of Our Service for repairs, maintenance or other good reasons. We may do so without telling you first.

17.3. You acknowledge that our service may also be interrupted for reasons beyond our control.

17.4. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to Our Service.

18. Disclaimers about the Cognisium name

18.1. Your use of the Cognisium name is without any warranty or guarantee.

18.2. We are not responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect, direct or consequential loss and in particular unlimited liabilities whatsoever.

18.3. We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the services described on Our Website, at any time and without notice to you.

18.4. You are advised that Content may include technical inaccuracies or typographical errors.

18.5. Our Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website.

18.6. We are not liable in any circumstances for special, indirect or consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website.

18.7. The Cognisium website and Cognisium Membership services are provided "as is". We make no representation or warranty of any kind, express or implied, including, without limitation, any warranty that either of them will be:

18.7.1 of satisfactory quality;

18.7.2 fit for a particular purpose;

18.7.3 available or accessible, without interruption, or without error;

18.7.4 any obligation, liability, or remedy in tort whether or not arising from our negligence.

18.8. You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between you and a buyer.

19. Your indemnity to us

To the maximum extent permitted by law and in Tort, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising

from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

You agree to indemnify us against all loss and expense, including but not limited to legal fees and management time related in any way to:

19.1. a claim by any person in respect of any Engagement undertaken between the Expert and the Client;

19.2. your use of the Cognisium name;

19.3. the breach or violation of this agreement by you;

19.4. the infringement by you, or by any other user of Cognisium Platform using your computer, of any intellectual property or other right of any person or entity;

19.5. your failure to comply with any law;

19.6. a contractual claim arising from your use of the Cognisium Membership;

19.7. legal or other fees we incur in defending a claim or the imposition of a fine or penalty;

19.8. our management time in dealing with any failure or alleged failure by you to comply with any relevant regulation or law.

20. Miscellaneous matters

20.1. You undertake to provide us your current land address, e-mail address and telephone numbers as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.

20.2. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.

20.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that,

each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

20.4. If you are in breach of any term of this agreement, we may:

20.4.1 publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.

20.4.2 terminate your account and Membership and refuse access to Our Website;

20.4.3 remove or edit Content, or cancel any order at our discretion;

20.4.4 issue a claim in any court.

20.5. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

20.6. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

20.7. When you visit Our Website or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by Posting notices on Our Website. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.

20.8. Any communication to be served on either of us by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

20.9. In the event of a dispute between us, then, if we so ask, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

20.10. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.

20.11. We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control, including any labour dispute.

20.12. In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

20.13. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

20.14. The validity, construction and performance of this agreement shall be governed by the laws of the State of Western Australia and you agree that any dispute arising from it shall be litigated only in that State.

20.15. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

20.16. Your use of our Site and these Terms are governed by the laws of Western Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of Australian Law and the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our Website may be accessed throughout Australia and overseas.

For any questions and notices, please contact us at:

Cognisium Pty Ltd

Email: corporate@cognisium.com

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