

GOLTECH® Training Course – Agreement to Terms & Conditions

In the event that Davies Natural Therapies Pty Ltd as trustee for the Davies Natural Therapies Trust (“Owner” or “we/us/our” or “DNT”) accepts your enrolment in the GOLTECH® training course (“Course”), by signing where indicated below, you are acknowledging that you have read, agree to and accept that all the terms and conditions contained in this GOLTECH® Training Course – Agreement to Terms and Conditions (“Agreement”) and that the Agreement automatically becomes a binding contract between you and the Owner. We may amend this Agreement at any time by sending you a revised version to one of the addresses provided by you.

- 1) **Use of GOLTECH® trade mark.** Once you have paid for and completed the Course, you may choose to use our GOLTECH® trade mark in connection with the toolkit of services that you offer or supply in your practice. If you choose to use our GOLTECH trade mark then you must only do so in accordance with, and subject to, these Terms and Conditions.
- 2) **Use of GOLTECH® only for GOLTECH® techniques.** If you use the GOLTECH® trade mark in connection with your services then you must only use it in connection with those services that are consistent with and administered in accordance with the specific GOLTECH® techniques that you were taught on the Course. You expressly agree that you must not use the GOLTECH® trade mark on or in relation to any other therapeutic services of any nature that you might provide. However, you may of course supply services based on the techniques that you were taught on the Course under or by reference to another trade mark or brand. These terms and conditions apply only when you use our GOLTECH® trade mark and nothing herein imposes any obligation on you in connection with your business generally.
- 3) **Acknowledgement of General Guidance.** You hereby acknowledge that you have read and understand the following documents provided to you on commencement of the Course: a) Contraindications to GOLTECH®, b) Workplace Health & Safety Issues, c) Infection Control Issues, d) Dress Code and Privacy Issues.
- 4) **Use of GOLTECH®.** While every attempt has been made to accurately represent the potential of the GOLTECH® technique, to properly train you in its safe and effective use and to provide relevant associated materials and information (“Materials”), you acknowledge and agree that:
 - a) **No Warranties or Representations.** The Owner does not make any warranties or representations as to the reliability, accuracy, completeness or currency of the Course or Materials, the therapeutic efficacy of any techniques demonstrated or shown therein, or the legality of using the techniques.
 - a) **No Guarantee of Results.** Any testimonials or examples used by the Owner are not intended to represent or guarantee that you will achieve the same or similar results. Each individual’s success in treating clients with GOLTECH® depends on many factors, including their background, skills and experience.
 - b) **No Liability to Owner.** You are responsible for any use or attempted use of the GOLTECH® techniques described or shown in the Course or Materials and in doing so should have regard to your own knowledge, training and experience.
 - c) **Release of Owner.** You hereby release and indemnify the Owner to the fullest extent permitted by law (where all implied warranties are expressly excluded or negated to the maximum extent) in relation to your use or attempted use of any techniques described or shown in the Course or arising therefrom.
- 5) **Status of Training.** You understand and acknowledge that the Course is not currently registered with DEET or any health insurance funds, and although it may be recognised by some professional associations for the purpose of continuing training requirements, no warranties or representations are made by the Owner, and you take full responsibility for any actions taken or representations, claims or warranties you make, in this regard.
- 6) **Professional Standards.** In exchange for the Owner providing you with any materials and/or training in relation to GOLTECH®, **you warrant and agree that (and indemnify the Owner for any breach):**
 - a) **You will not bring the GOLTECH® trade mark** (or its associated brand) **into disrepute** (including without limitation **you will practice in a professional manner** and indemnify the Owner for any negligence or malpractice on a full solicitor client basis).

- b) **You will hold current malpractice insurance** at any time you use GOLTECH® or advertise yourself as a GOLTECH® therapist.
- c) **You will comply with all applicable codes of conduct** for your industry and any professional association of which you are a member.
- 7) **Use of GOLTECH® Trademark.** The technique, GOLTECH®, is a registered trade mark. By law, you may only use the GOLTECH® trade mark as authorised by the Owner. Attendance at the Course does not authorise you to use the trade mark GOLTECH® in any way other than as expressly authorised by the Owner. **To the extent that the Owner has issued you a certificate of satisfactory completion** of all or part of the Course, **the Owner authorises you to**, by non-exclusive royalty free licence commencing on the date this Agreement is signed and which is automatically suspended while you are being investigated for malpractice or a breach of a professional code of conduct, and is automatically terminated if you have been found guilty of malpractice or a breach of a professional code of conduct):
- a) **Call yourself a GOLTECH® therapist.**
- b) **Advertise only in a form previously approved by the Owner in writing** that is not withdrawn, and you hereby agree to comply with any conditions of that approval including immediately after any use of the word GOLTECH you use the symbol ®. You acknowledge that you are responsible for the lawfulness or appropriateness of any advertising you procure, and the Owner’s approval of the form of any advertising does not warrant the lawfulness or appropriateness of any such advertising. You agree to indemnify the Owner for any loss or damage resulting from a breach of the condition on a full solicitor client basis.
- 8) **Confidentiality & Use of Intellectual Property.** All training and Materials provided to you by the Owner before, during and after the Course (“Confidential Information”) is provided to you on a confidential basis and may contain proprietary information of the Owner including copyright, patent, trade mark including without limitation GOLTECH®, trade secret or other intellectual property rights (“Intellectual Property Rights”). In exchange for the Owner providing you the training and any Materials, **you warrant and agree that:**
- a) **You will not infringe the Owner’s Intellectual Property Rights.**
- b) **You will not disclose, copy, reproduce, transmit, record, store in a retrieval system, lend, hire out, rent out, exchange, sell or otherwise use** (in any form or by any means whatsoever, electronic or otherwise) **any Confidential Information or Intellectual Property of the Owner except in the normal course of treating clients, and in the manner taught or shown in the Course or Materials.**
- c) **You will not teach or train any person any GOLTECH® techniques.**
- d) In the event that you breach, or display any likelihood of breaching, any conditions in this clause, the Owner will be entitled to injunctive relief to prohibit such breaches and protect against any loss or damage arising from such breaches.
- 9) **Privacy & Consent to Use of Information.** The Owner will respect your privacy and will not use or disclose your information to any third party unless compelled by law or as otherwise consented to by you. By signing this Agreement, you hereby consent to the Owner using your personal information to issue you with updates or offers in relation to GOLTECH® or any materials or training that may be provided or made available, where such consent may be revoked at any time by written notice to the Owner.
- 10) **No Assignment.** This Agreement is made on the basis that any materials or training will only be provided to you as an individual, and is personal to you. That is, you may not assign any part of this Agreement. The Owner may assign all or part of this Agreement by written notice to you.

Name: _____

Signature: _____

Date: _____