

# Terms and Conditions for the use of V.I.T.A.L. ProJeX materials

1. Our trade mark (Trade Mark), “VITAL ProJeX” is a trade mark of VITAL PROJEX Australia Trust (“PROJEX”) and use of our branding is controlled.
2. Materials in the form of software, video materials, a detailed manual and framework (“Materials”) form part of the “VITAL TRAINING JOURNAL”, “Unlimited” and “No Limits” programs. These programmes include subsidiary programs as well, such as “No Limits Plus” and “No Limits 4 Mates”.
3. These materials are copyrighted by PROJEX and all rights are reserved.
4. You are granted the right to organise and facilitate programs using the Materials and the trade mark. You are also granted the right to use the Material needed, to specifically pre-train mentors to adequately assist you to facilitate the No Limits/ Unlimited programs.
5. This grant of rights is subject to the following restrictions and requirements:
  - 5.1. You must take no remuneration for running the programs outside of the facilitator’s usual employment.
  - 5.2. The Materials and trade mark are not used in a competing offering to our programs.
  - 5.3. Any modifications to the Materials are only permitted with prior approval. You agree that the copyright in any additions, modifications or adaptations of the program will vest (exist) in PROJEX and you undertake to execute any documents required to ensure that this takes place, as needed.
  - 5.4. You are obliged to pay an annual license fee of \$100 per location (such as a school or department in a University) per entity that the program is run through, which is payable during the financial year that the program is run in.
  - 5.5. You are obliged to inform PROJEX when a program is being run using the Materials.
  - 5.6. The Materials must not have a different branding associated with it.
  - 5.7. This agreement will bind you and your organisation (where applicable) and any assigns, successors in title and heirs.

6. If your program does not fall within the above restrictions and requirements, you are obliged to get a different license agreement from PROJEX for the use of the Materials prior to offering or commencing your program.
7. There are other copyright works within the Materials that you might need to get separate permission to use if used outside of our program.

In the above, “you” refers to the undersigned. You acknowledge on your behalf and your organisation (where applicable) that you have read and understood the above license requirements and agree to abide by these terms and conditions.

Signature\_\_\_\_\_Date\_\_\_\_\_

Name \_\_\_\_\_

Organisation\_\_\_\_\_

Contact address \_\_\_\_\_

Witness\_\_\_\_\_

Contact address \_\_\_\_\_

Signature\_\_\_\_\_