



# The Mentor Institute

## Terms and Conditions

## **1. Overview**

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- (a) Thank you for using The Mentor Institute (TMI). We provide a service that matches women looking to grow their career with those whose experience, accomplishments, insight and support can help (collectively, the Service).
- (b) Our online platform consists of our website located at [thementorinstitute.com.au](http://thementorinstitute.com.au) (the Website), which is owned and operated by The Mentor Institute Pty Ltd (ACN 634 605 744) (TMI, we, us, our). Please read these terms and conditions (Terms) carefully as they form a contract between Website users and us (Agreement). By using the Website, you agree with and accept the Terms in this Agreement.
- (c) This Agreement, our Privacy Policy and all policies and guidelines related to the Service, together with the Australian Consumer Law contained within Schedule 2 to the Competition and Consumer Act 2010 (Australian Consumer Law), form the entire agreement between you and us. If you do not accept any Terms of the Agreement, you must cease to use the Website immediately.
- (d) We reserve the right to amend the Terms at any time, and by continuing to use the Website, you accept the Terms as they apply from time to time.

## **2. Scope of our Services**

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- (a) Our Website is a digital marketplace that connects people seeking mentoring services (Mentees) with people who would like to provide mentorship services to another (Mentors). Mentees and Mentors are collectively referred to as Members of the Website for the purposes of this agreement.
- (b) We act as an intermediary between Members and our role is limited to facilitating access to the Website and services offered by Mentors (Mentor's Service) on the Website.
- (c) We do not own, create, sell, resell, provide, control, manage, deliver or supply any Mentor's Service on the Website.
- (d) When the Mentee is matched with and elects to engage a Mentor's Service on the Website (Pairing), the Mentee is directly entering into a binding contract with the Mentor.
- (e) We do not become a party to, or participant in, any contractual relationship between Members. We are not acting as an agent or employer in any capacity for any Member, except to the extent outlined in this Agreement.

## **3. How it works**

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### **3.1 Overview**

- (a) The Website allows Mentors and Mentees to join the Website. The Website then matches Mentees with a Mentor who can help Mentees gain clarity, face challenges and takes strides towards finding their very own version of career success.
- (b) A Mentee may, through the functionality provided on the Website:
  - (i) search for a Mentor with expertise in their field or area of interest;
  - (ii) request a mentoring session (Session) with their preferred Mentor (Requested Session);

- (iii) amend, update or cancel a mentoring Requested Session; and
  - (iv) set tasks, events and goals.
- (c) A Mentor may, through the functionality provided on the Platform:
  - (i) review Requested Session from Mentees;
  - (ii) accept Requested Sessions (Accepted Sessions); and
  - (iii) make enquires about or reject Requested Sessions.

### **3.2 Communication and messaging**

- (a) Mentors and Mentees may use a messaging feature available on the Website to communicate directly about Requested and Accepted Sessions, or any other facet of the Mentor/Mentee relationship.
- (b) We may monitor your communications through the Website's messaging feature to ensure compliance with these Terms.

## **4. Registration and Access to Service**

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### **4.1 Member Use**

- (a) To obtain access to our Service, you must register for an account with us (Account) and accept these Terms and our Privacy Policy which forms a contractual relationship between you and us.
- (b) To use our Service, you must provide us with current, complete and accurate identification, and other information (some of which is not mandatory) including, but not limited to, your name, phone number, a valid email address, and password (Registration Information).
- (c) If your Registration Information changes, you must promptly update your Account to reflect those changes.
- (d) By accessing the Website and using our Service as a Member, you represent and warrant that:
  - (i) you are at least 18 years of age;
  - (ii) you have the right, authority and capacity to agree to and abide by the Terms;
  - (iii) you are currently living in Australia and have an Australian residential address;
  - (iv) if you are registering with TMI or using the Website on behalf of a company, that company is taken to have accepted the Terms and you are taken to have been duly authorised to bind the company; and
  - (v) you will use the Website in a manner consistent with any and all applicable laws, regulations and all other TMI policies.
- (e) By accessing the Website and using our Service as a Member, you agree and acknowledge that:
  - (i) we are not a party to, or a participant in, any contractual relationship between Members;

- (ii) you are responsible for complying with any relevant legislation and regulations that may become applicable as a result of any contractual relationship you enter into with another Member;
  - (iii) we have no control over of the conduct of our Members or your interactions with other Members (whether in person or online). A Mentee's obtaining of (and a Mentor's provision of) any Mentor's Service, and the Mentor accepting is at your own risk. You should always verify a Mentor's details and exercise due diligence and care when interacting with another Member;
  - (iv) we do not guarantee the existence, availability, suitability, legality or safety of any Mentor's Service;
  - (v) you are responsible for maintaining the confidentiality of your Registration Information at all times and for the activity that occurs under your Account;
  - (vi) your access to and use of the Website is non-transferable;
  - (vii) we may deny anyone access to an Account, our Service or the Website at any time and for any reason without notice;
  - (viii) we reserve the right, but are not obliged, to monitor, review, verify, edit, modify or delete material, content, data or information created, generated or transmitted by Members through the Website (User Content) and we do not control the accuracy or completeness of User Content; and
  - (ix) we are not obliged to confirm the identity of the Website users, including our Members, but may, at our discretion, undertake the verification procedures outlined in clause 4.2 below.
- (f) By registering for an Account, you agree that we may send you text (SMS) messages as part of the normal business operation of your use of the Service. You may opt-out of receiving SMS messages from us by contacting us and you acknowledge that opting out of receiving SMS messages may impact your use of our Service.
- (g) TMI uses Mentorloop to facilitate the delivery of the Services. By registering for an Account and using our Service as a Member, you agree and acknowledge that you will abide by the [Mentorloop Terms of Use](#) at all times.

## 4.2 Verification

- (a) To use our Service, Members are required to provide us with current, complete and accurate identification and other information requested by us, including but not limited to:
- (i) personal information such as name and date of birth, email address and mobile number;
  - (ii) an official government photo identification (ID) such as a copy of a driver's license or passport;
  - (iii) a recent headshot of acceptable quality to be used in your profile, that also allows a comparison with the official government photo ID provided.
- (b) We will verify the identity of a Member only to the extent that we will:
- (i) take reasonable steps to ensure the government photo ID matches the Member's profile headshot;

- (ii) ensure the name on the government photo ID is the name on the Member's application; and
  - (iii) verify that the email address and/or mobile number supplied by the Member is current and operational.
- (c) We will verify a Mentor's information and process their application to use our Service as quickly as practicable. Processing time will generally range from between [insert appropriate time range, e.g. two to fourteen days].
- (d) By accessing the Website and using our Service as a Mentor, you agree and acknowledge that we:
- (i) reserve the right to deregister or delete any profile for any reason without liability;
  - (ii) is not an employment agency and there is no contractual relationship of employee/employer, agency, or independent contractor, between TMI and the Members; and
  - (iii) does not make any guarantees as to a set, regular, continuous or minimum amount of Pairings for a Member.

#### **4.3 Member obligations**

TMI is committed to providing a valuable experience to all Members. While we want the Mentors and Mentees to craft their relationship in a way that meets their needs, it is important that Members carry out some basic obligations to ensure that the Service is valuable to all parties.

(a) To use our Service, Mentors agree to:

- (i) provide support and guidance to their assigned Mentee;
- (ii) provide at least 2 mentoring sessions per month or as agreed upon with the Mentee;
- (iii) abide by the terms of the Mentoring Agreement set out between the Mentor and Mentee;
- (iv) provide updates to TMI on the progress of the Sessions and the Mentee when requested;
- (v) attend at least [two] TMI networking events per year;

If a Mentor is unable to perform these duties, they must notify TMI within [reasonable timeframe, e.g. 14 days].

(b) To use our Service, Mentees agree to:

- (i) participate in mentoring sessions as selected under your subscription package;
- (ii) abide by the terms of the Mentoring Agreement established between the Mentor and Mentee;
- (iii) notify TMI if it is unhappy with the Mentor or any Sessions provided by the Mentor;

## **5. Use of Website**

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By accessing the Website, you must:

- (a) use the Website for lawful purposes only;
- (b) not commit any act or engage in any practice that:
  - (i) is harmful to our systems, reputation or goodwill; or
  - (ii) interferes with the integrity of the Website, including, but not limited to, by hacking, transmitting any viruses, spyware, malware or any other code of a destructive or disruptive nature;
- (c) not create Accounts with us through unauthorised means, including by using an automated device, script, bot or other similar means;
- (d) not restrict, or attempt to restrict, another user from using the Website;
- (e) not encourage or facilitate violations of the Terms;
- (f) not distribute or send communications that contain spam, chain letters, or pyramid schemes;
- (g) not harvest or otherwise collect information about others, including Registration Information, without their consent;
- (h) not bypass measures used to prevent or restrict access to our Service;
- (i) not interfere with the privacy of, harass, intimidate, act violently or inappropriate towards or be discriminatory against another Member; and
- (j) not infringe any intellectual property rights or any other contractual or proprietary rights of another Member or third party.

## **6. User Content**

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- (a) You are solely responsible for User Content:
  - (i) you post, publish or otherwise transmit through the Website; and
  - (ii) you obtain through accessing or using the Website.
- (b) You grant us a royalty free, worldwide, perpetual, irrevocable, non-exclusive, transferable, assignable, sub-licensable license to use, reproduce, modify, copy, store and exploit your User Content for our business or commercial purposes.
- (c) The views expressed in any User Content are the views of users and not those of us unless specified otherwise. We are not responsible for and disclaim all liability in respect of any comments, views or remarks expressed in any User Content. We encourage you to report problems, offensive content or comments and malicious use of the Website.

## **7. Payment Terms**

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### **7.1 Subscription fees**

- (a) In this clause 7, Payment Method means a financial instrument that Members have added to their Account, such as a credit card, debit card, or PayPal account.
- (b) We may charge fees to Mentees in consideration for the use of our Service (Subscription Fees). All Subscription Fees are in Australian Dollars (AUD). Subscription Fees may be converted to your local currency at the time of payment. We will be entitled to add on GST for any supply in Australia.
- (c) We will inform you of any applicable Subscription Fees (including any applicable GST) prior to completion of your registration process.
- (d) We reserve the right to change the Subscription Fees at any time and we will provide Members adequate notice of any fee changes before they become effective.
- (e) Mentors are responsible for paying any Subscription Fees that you owe to us. Except as otherwise provided on the Website, Subscription Fees are non-refundable.
- (f) Generally, we will collect the total fees from a Mentee at the time registration is completed by the Mentee.

### **7.2 Payment method**

- (a) Fees payable by Members under this Agreement must be paid for using payment processing services provided by PayPal and are subject to the [PayPal User Agreement](#), which includes the [Acceptable Use Policy](#) (collectively, the PayPal Agreement). Please review these terms and conditions before using your Payment Method.
- (b) By agreeing to these Terms or continuing to operate an Account with TMI, you agree to be bound by the PayPal Agreement and the same may be modified by PayPal from time to time.
- (c) We reserve the right to delay or cancel any payment for purposes of preventing unlawful activity, fraud, risk assessment, security or investigation.
- (d) We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same Payment Method used for the original payment by you, so that you end up receiving or paying the correct amount.
- (e) The Mentee is responsible for:
  - (i) ensuring that their nominated Payment Method has sufficient funds to pay the Subscription Fee;
  - (ii) paying all bank fees, including fees charged by your bank for an overdraw of your account as a result of payment of the Subscription Fee; and
  - (iii) if any payment fails, any reasonable administration fees.

## **8. Cancellations and Refunds**

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- (a) A Mentee will be refunded pro rata only in circumstances where:

- (i) the relationship between the Mentor and Mentee irretrievably breaks down, and no alternative Mentor can be found within 60 days;
  - (ii) the Mentor ceases to provide the required services under these Terms, and no alternative Mentor can be found within 60 days; and
  - (iii) extenuating circumstances exist and TMI deems, at its sole discretion, that it is appropriate to provide a refund.
- (b) Where a Mentee deactivates their profile prior to the subscription end time, no refund will be provided.
- (c) We handle and process refunds in accordance with the Australian Consumer Law:
  - (i) should you wish to obtain a refund, you may contact us within 14 calendar days of completion of the Service to report any discrepancies or faults to make a claim otherwise you will be deemed to have accepted the Service;
  - (ii) returns or refunds are made in our discretion subject to any guarantees that cannot be excluded under the Australian Consumer Law; and
  - (iii) except as required by the Australian Consumer Law, we will only facilitate a refund if we are unable to facilitate the completion of the Service or, if we determine, in our absolute discretion, it is reasonable to do so.

## **9. Intellectual Property Rights**

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- (a) In these Terms, Intellectual Property (Rights) means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, circuit layouts, domain names, know-how and other rights of a similar nature worldwide, whether registered or not, and any applications for registration or rights to make such an application.
- (b) We own or are the licensee of all rights, title and interest (including Intellectual Property Rights) in the Website or to the material (including all text information and content, graphics, logos, type forms and software) made available to you on the Website (collectively, Website Content). Your use of and access to the Website does not grant or transfer any rights, title or interest to you in relation to the Website Content.
- (c) You may access the Website using a web browser or mobile device, and electronically copy and print hardcopy the Website Content solely for your personal, non-commercial use.
- (d) You must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, reverse engineer, create derivative works from, transfer, or sell any Website Content or any other material in whatever form contained within the Website unless expressly stated otherwise in these Terms.

## **10. Third Party Links**

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The Website may contain links and other pointers to Internet websites or applications operated by third parties. We do not control these linked websites and are not responsible for the contents of any linked website. Your access to any such website is entirely at your own risk. You should contact the relevant third-party directly to enquire as to the accuracy and completeness of that information prior to entering into a transaction in relation to the third-party products and services.



## **11. Disclaimer**

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To the fullest extent permitted by law, you agree and acknowledge that:

- (a) our Service is provided “as is” and “as available” and the entire risk arising out of your use of our Service remains solely with you;
- (b) we do not control, endorse and are not responsible for any User Content;
- (c) we retain complete control over the Website and may alter, amend or cease the operation of the Website in our sole discretion;
- (d) we make no warranty or representation that any result or objective can or will be achieved or attained by accessing the Website;
- (e) we make no warranty or representation that the Website will be fit for purpose, continuous, uninterrupted, accurate, fault-free, virus-free, secure or accessible at all times; and
- (f) we may remove any content, material and/or information, including any User Content, without giving any explanation or justification for removing the material and/or information.

## **12. Exclusion and Limitation of Liability**

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- (a) To the fullest extent permitted by law, we are not liable to you or to anyone else for any direct or indirect loss or damage, including consequential loss, loss of data, reputation, goodwill and opportunity, arising out of or in connection with:
  - (i) your use or inability to use the Website or Services;
  - (ii) if you are a Mentee, your use of Mentor Services;
  - (iii) if you are a Mentor, your provision of Mentor Services;
  - (iv) the User Content;
  - (v) any interactions between Members;
  - (vi) the conduct of other Members;
  - (vii) any Member breaching or failing to comply with any applicable laws;
  - (viii) any Member breaching or failing to comply with any applicable Mentor terms and conditions; and
  - (ix) unauthorised creation, access or use of your personal information, Member Account or your User Content,even if we have been advised of the possibility of such loss.
- (b) To the fullest extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those set out in these Terms.
- (c) Pursuant to s64A of Schedule 2 of the Australian Consumer Law, this clause 12(c) applies in respect of services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption. Our liability for breach of a guarantee

conferred by the Australian Consumer Law (other than those conferred by s51 to s53 of the Australian Consumer Law) is limited at our option to:

- (i) the re-supply of the services or products; or
- (ii) the payment of the direct cost of having the services or products resupplied.

### **13. Privacy**

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We will collect, use and disclose any personal information you provide us when accessing or using the Website in accordance with our Privacy Policy. For more information on our information collection and handling practices, please view our Privacy Policy.

### **14. Indemnity**

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- (a) You agree to indemnify us for all losses, damages, liabilities, claims and expenses (including reasonable legal costs) incurred by us arising out of or in connection with your use of the Website, User Content, your breach of the Terms or any rights of third parties, except to the extent we directly caused or contributed to the loss, damage, liability, claim or expense.
- (b) We reserve the right, at our own expense, to assume the exclusive control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defence of such claim.

### **15. Termination**

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- (a) Both we and our Members have a right to terminate this Agreement at any time.
- (b) Members may terminate this Agreement by providing written notice to us by email. Termination will be effective upon our receipt of the written notice, following which, we will disable the Member's profile as soon as practicable.
- (c) Mentees shall remain obligated to complete any outstanding payment for any Subscription Fee due until the end of the selected subscription period.
- (d) We reserve the right to:
  - (i) cease operating the Website, without notice and for any reason; and/or
  - (ii) terminate our relationship with you without notice and with immediate effect if you, in any way, breach the Terms.
- (e) If one of the events described in clause 15(d) occurs, then:
  - (i) you will not have any access to the Website, your Account or User Content; and
  - (ii) we will not be liable for any costs, losses or damages arising as a result of terminating your access to the Website.

### **16. Dispute Resolution**

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- (a) We reserve the right, but have no obligation, to monitor disputes between Members.
- (b) If a dispute arises out of or relates to these Terms or the Agreement as between us and a Member, either party must not commence legal proceedings (except proceedings seeking

interlocutory relief) in respect of a dispute arising out of this Agreement (Dispute) unless it has complied with this clause 16.

- (c) A party claiming that a Dispute has arisen must notify TMI and the other party to the Dispute in writing, giving details of the Dispute.
- (d) TMI may, at its sole discretion, consider and mediate the Dispute between the parties. This may involve meeting with both or either party to gather further information, and both parties agree to meet with TMI in an effort to resolve the dispute.
- (e) During TMI's investigation or the 15-Business Day period after notice is given (or any longer period agreed in writing by the parties to the Dispute), whichever is longer (Initial Period) each party to the Dispute must cooperate and take all reasonable steps necessary to resolve the Dispute.
- (f) Mediation
  - (i) If the parties are unable to resolve the Dispute within the Initial Period, each party agrees that the Dispute must be referred for mediation to a mediator agreed on by the parties.
  - (ii) If the parties are unable to agree on a mediator within 7 days after the end of the Initial Period, then the parties must submit the dispute for mediation through the Law Institute of Victoria and have the President of the Law Society appoint a Mediator and set the matter for mediation.
  - (iii) The role of the mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on a party unless that party has so agreed in writing.
  - (iv) Each party must pay its own costs of complying with this clause 16. The parties must pay equally the costs of any mediator engaged.
  - (v) The mediation will be held in Victoria, Australia.
- (g) After the Initial Period, a party that has complied with this section may terminate the dispute resolution process by giving notice in writing to each other party. A party to a Dispute will only be entitled to pursue other remedies available to it at law or otherwise, if the parties have failed to resolve the dispute within 30 Business Days after commencement of dispute resolution.
- (h) All communications concerning negotiations made by the parties in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable law of evidence.

## **17. No Waiver**

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No waiver of rights under this Agreement shall constitute a subsequent waiver of this or any other right under this agreement. Any failure on our part to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

## **18. Severability**

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If any provision of our Terms is unenforceable or invalid, it will be ineffective to the extent it is unenforceable or invalid and will not affect the enforceability or validity of the remaining provisions.

## **19. Law and Jurisdiction**

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These Terms are governed by and construed in accordance with the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of the Courts of Victoria and Courts of Appeal from them for determining any dispute concerning these Terms.

## **20. Feedback and Contact**

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Your feedback is important to us and our community. We welcome and encourage you to provide feedback, reviews, comments and suggestions for improvements to the Website and our Service (Feedback). You may submit Feedback by contacting us at [info@thementorinstitute.com](mailto:info@thementorinstitute.com).

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Terms last updated 01/10/2019.