

## WEBSITE TERMS AND CONDITIONS OF USE

### 1. About the Website

- (a) Welcome to Infinite Skills Hub (**Website**). The Website is Industry Learning Courses (**Services**).
- (b) The Website is operated by INFINITE SKILLS HUB PTY LTD (ACN 68673864278). Access to and use of the Website, or any of its associated Products or Services, is provided by INFINITE SKILLS HUB PTY LTD. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- (c) INFINITE SKILLS HUB PTY LTD reserves the right to review and change any of the Terms by updating this page at its sole discretion. When INFINITE SKILLS HUB PTY LTD updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

### 2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by INFINITE SKILLS HUB PTY LTD in the user interface.

### 3. Registration to use the Services

- (a) In order to access the Services, you must first register for an account through the Website (**Account**).
- (b) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
  - (i) Email address
  - (ii) Preferred username
  - (iii) Telephone number
  - (iv) Password
- (c) You warrant that any information you give to INFINITE SKILLS HUB PTY LTD in the course of completing the registration process will always be accurate, correct and up to date.

- (d) Once you have completed the registration process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.
- (e) You may not use the Services and may not accept the Terms if:
  - (i) you are not of legal age to form a binding contract with INFINITE SKILLS HUB PTY LTD; or
  - (ii) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

#### 4. Your obligations as a Member

- (a) As a Member, you agree to comply with the following:
  - (i) you will use the Services only for purposes that are permitted by:
    - (A) the Terms; and
    - (B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
  - (ii) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
  - (iii) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify INFINITE SKILLS HUB PTY LTD of any unauthorised use of your password or email address or any breach of security of which you have become aware;
  - (iv) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of INFINITE SKILLS HUB PTY LTD providing the Services;
  - (v) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of INFINITE SKILLS HUB PTY LTD;
  - (vi) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
  - (vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by INFINITE SKILLS HUB PTY LTD for any illegal or unauthorised use of the Website; and
  - (viii) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

## 5. Payment

- (a) All payments made in the course of your use of the Services are made using Stripe, Gocardless, Ignition, Xero. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Stripe, Gocardless, Ignition, Xero terms and conditions which are available on their website.
- (b) You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.
- (c) You agree and acknowledge that INFINITE SKILLS HUB PTY LTD can vary the Services Fee at any time.

## 6. Refund Policy

- (a) INFINITE SKILLS HUB PTY LTD will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of INFINITE SKILLS HUB PTY LTD makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (**Refund**).
- (b) Any benefits set out in this Terms and Conditions may apply in addition to consumer's rights under the Australian Consumer Law.

## 7. Copyright and Intellectual Property

- (a) The Website, the Services and all of the related products of INFINITE SKILLS HUB PTY LTD are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by INFINITE SKILLS HUB PTY LTD or its contributors.
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by INFINITE SKILLS HUB PTY LTD, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
  - (i) use the Website pursuant to the Terms;
  - (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
  - (iii) print pages from the Website for your own personal and non-commercial use.

INFINITE SKILLS HUB PTY LTD does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by INFINITE SKILLS HUB PTY LTD.

- (c) INFINITE SKILLS HUB PTY LTD retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
  - (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
  - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
  - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
- (d) You may not, without the prior written permission of INFINITE SKILLS HUB PTY LTD and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

## 8. Privacy

INFINITE SKILLS HUB PTY LTD takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to INFINITE SKILLS HUB PTY LTD's Privacy Policy, which is available on the Website.

## 9. General Disclaimer

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause, and to the extent permitted by law:
  - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
  - (ii) INFINITE SKILLS HUB PTY LTD will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

(c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of INFINITE SKILLS HUB PTY LTD make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of INFINITE SKILLS HUB PTY LTD) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
- (iii) costs incurred as a result of you using the Website, the Services or any of the products of INFINITE SKILLS HUB PTY LTD; and
- (iv) the Services or operation in respect to links which are provided for your convenience.

## 10. Limitation of liability

- (a) INFINITE SKILLS HUB PTY LTD's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- (b) You expressly understand and agree that INFINITE SKILLS HUB PTY LTD, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

## 11. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of INFINITE SKILLS HUB PTY LTD. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, INFINITE SKILLS HUB PTY LTD will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

## 12. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by INFINITE SKILLS HUB PTY LTD as set out below.
- (b) If you want to terminate the Terms, you may do so by:
  - (i) providing INFINITE SKILLS HUB PTY LTD with 7 days' notice of your intention to terminate; and
  - (ii) closing your accounts for all of the services which you use, where INFINITE SKILLS HUB PTY LTD has made this option available to you.

Your notice should be sent, in writing, to INFINITE SKILLS HUB PTY LTD via the 'Contact Us' link on our homepage.

- (c) INFINITE SKILLS HUB PTY LTD may at any time, terminate the Terms with you if:
  - (i) you have breached any provision of the Terms or intend to breach any provision;
  - (ii) INFINITE SKILLS HUB PTY LTD is required to do so by law;
  - (iii) the provision of the Services to you by INFINITE SKILLS HUB PTY LTD is, in the opinion of INFINITE SKILLS HUB PTY LTD, no longer commercially viable.
- (d) Subject to local applicable laws, INFINITE SKILLS HUB PTY LTD reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts INFINITE SKILLS HUB PTY LTD's name or reputation or violates the rights of those of another party.

## 13. Indemnity

You agree to indemnify INFINITE SKILLS HUB PTY LTD, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

## 14. Dispute Resolution

### 14.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have

been complied with (except where urgent interlocutory relief is sought).

#### **14.2. Notice:**

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

#### **14.3. Resolution:**

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (a) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Infinite Skills Hub;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Melbourne, Australia.

#### **14.4. Confidential**

All communications concerning negotiations made by the Parties arising out of and 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 laws of evidence.

#### **14.5. Termination of Mediation:**

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

### **15. Venue and Jurisdiction**

The Services offered by INFINITE SKILLS HUB PTY LTD is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

### **16. Governing Law**

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

## 17. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

## Other Terms and Conditions

### Training Services & Conditional Job Guarantee Terms

#### 1. Overview of Services

Infinite Skills Hub (“Provider”) delivers structured training programs designed to support participants in developing job-ready skills for analytics and data careers. Training is primarily delivered via an online learning portal that includes coursework, exercises, projects, and self-practice.

Live classes are currently offered for selected analytics programs as an additional optional support layer and are not mandatory to complete the program unless explicitly stated.

Three programs are currently offered: (Pricing is not fixed and can change)

- Analytics Job Ready Program – AUD \$1,500
- Analytics Engineering Program – AUD \$2,500
- Analytics Engineering Job Guarantee Program – AUD \$3,750 (Conditional Job Guarantee applies)

Only the Analytics Engineering Job Guarantee Program is eligible for the conditional job guarantee outlined in this Agreement.

#### 2. Program Duration & Completion Expectations

The Analytics Engineering pathway is designed as a 16-week guided program based on an average learner commitment of approximately 10–15 hours per week.

Participants acknowledge that:

- Actual completion time may vary based on background, experience, and effort
- Longer completion periods may be required for some learners

- Eligibility for job guarantee benefits is assessed based on completion of curriculum and demonstrated competence, not simply time elapsed

All learning activity, submissions, assessments, and progress within the portal are tracked and may be used to determine eligibility for the conditional job guarantee.

### 3. Conditional Job Guarantee (Applies Only to \$3,750 Program)

The conditional job guarantee applies to roles that are reasonably aligned with the Participant's skills, experience, and the training provided under the program, taking into account current market availability and hiring conditions.

Participants acknowledge and agree that job applications must be targeted toward suitable opportunities within the broader technology and data employment market where there is a reasonable match between:

- The Participant's background and transferable experience
- The skills developed through the program
- The availability of roles in the job market

The guarantee applies primarily to roles reasonably related to:

- Analytics Engineering
- Analytics
- Data Engineering
- Data roles aligned with the program curriculum (including Snowflake, Databricks, SQL, analytics workflows)

Where market conditions or individual experience make these roles temporarily limited, the Participant agrees to also actively target other suitable IT or data-adjacent roles (such as reporting, BI, junior engineering, technical analyst, or related positions) where there is a reasonable alignment with their skill set and training.

Failure to reasonably apply for suitable roles based on availability, match, and experience may be considered non-compliance with Participant obligations and may void eligibility for the conditional job guarantee.

### 4. Program Fees & Payment Structure (Job Guarantee Program)

Total program value: AUD \$3,750, structured as follows:

AUD \$150 deposit payable at commencement

AUD \$2,500 base program fee, payable via instalments during training (weekly or agreed schedule)

AUD \$1,275 success-based fee, payable only once the Participant secures a Relevant Role and begins receiving payroll income

Once employment commences, the Participant agrees that:

- The success-based fee becomes immediately payable
- Payment must be completed either as a lump sum or via instalments
- Instalments must not exceed a period of six (6) months from employment start date
- Failure to pay the success-based fee after employment has commenced constitutes a breach of contract.

## 5. Definition of Relevant Role

A Relevant Role includes full-time employment or long-term contract roles reasonably aligned with:

- Analytics Engineering
- Analytics
- Data Engineering
- BI / Data roles consistent with the training provided
- The Provider retains reasonable discretion to determine whether a secured role qualifies as a Relevant Role under this Agreement.

## 6. Participant Obligations (Eligibility Requirements)

Eligibility for the conditional job guarantee is strictly dependent on the Participant meeting all of the following obligations:

The Participant must:

- a) Complete the full curriculum of the Analytics Engineering pathway
- b) Complete all required exercises, assessments, and project submissions
- c) Actively engage with the learning portal and demonstrate consistent progress

- d) Attend scheduled career coaching, mock interviews, and consultation sessions
- e) Apply feedback provided during coaching and mock interview sessions
- f) Demonstrate readiness by being able to reasonably clear mock interviews based on knowledge taught
- g) Actively apply for suitable roles with consistency (including a minimum reasonable number of applications per week as advised by the Provider)
- h) Maintain a documented job search tracker and provide evidence of applications when requested
- i) Show proof of interviews attended and outcomes
- j) Demonstrate professional conduct throughout training and job search
- k) Be legally eligible to work in Australia for the duration of training and job search
- l) Demonstrate reasonable flexibility in relation to role type, seniority, and location

Failure to meet any of the above conditions voids eligibility for the conditional job guarantee and voids any success-based payment conditions.

## 7. Guarantee Period

- The guarantee period begins only after:
- The Participant has completed the curriculum
- The Participant is deemed job-ready by the Provider
- The Participant has fulfilled all eligibility obligations
- The guarantee period lasts for three (3) months from the job-ready confirmation date.

If the Participant is not securing interviews or passing interviews due to skills gaps, readiness issues, or performance concerns, the Provider may reasonably determine that:

Additional learning time is required, and

The guarantee period may be deferred until readiness is achieved

## 8. Limitations of the Guarantee

The Provider does not guarantee:

- A specific employer

- A specific job title
- A specific salary
- A specific location
- Immediate employment outcomes

Outcomes are influenced by:

- Market conditions
- Candidate effort
- Interview performance
- Visa/work rights
- Professional behaviour
- Compliance with program requirements

## 9. Tracking & Evidence

Participants acknowledge that:

- Learning progress is tracked through the platform
- Coaching attendance is recorded
- Job search evidence may be requested
- Eligibility decisions rely on objective participation and effort indicators
- The Provider's assessment of eligibility will be made reasonably and in good faith based on available evidence.

## 10. Discounts & Special Arrangements

Discounts or alternative arrangements may be offered at the Provider's discretion on a case-by-case basis. Any such arrangements must be confirmed in writing and do not override the core obligations outlined in this Agreement unless expressly stated.

## 11. Refund Policy (Job Guarantee Program)

Due to the digital nature of the program and immediate access to learning resources:

- Program fees are generally non-refundable once paid
- No refund applies based solely on employment outcomes

However, nothing in this Agreement limits rights under the Australian Consumer Law.

## 12. Governing Law

This Agreement is governed by the laws of Victoria.

Any disputes shall be resolved within the courts of that jurisdiction.

## 13. Acceptance of Terms

By enrolling in the program and making payment, the Participant acknowledges they have read, understood, and agree to be bound by these terms.