

The Member Marketplace — Terms & Conditions

Effective date: 3 November 2025

Operator: The CEO Institute Pty Limited (ABN 90 005 342 012) (“**The CEO Institute**”, “**we**”, “**us**”, “**our**”).

1. Definitions

- **Marketplace** means The Member Marketplace operated by The CEO Institute.
- **Offer** means any service, product, programme, or resource listed on the Marketplace.
- **Offer Provider** means any Speaker, Chair, Member or approved Partner who submits an Offer.
- **User** means any person who browses, enquires about, or purchases an Offer (including Members, Speakers, Chairs, and Partners).
- **MVP Period** means the initial “minimum viable product” phase prior to (and including) the formal member-facing launch currently targeted for January 2026 (timing subject to change).
- **Listing** means the web page and associated promotional content for an Offer on the Marketplace.

2. Scope & Acceptance

By submitting an Offer, browsing the Marketplace, making an enquiry, or proceeding to purchase from an Offer Provider, you accept and agree to these Terms & Conditions. If you do not agree, do not use or list on the Marketplace.

3. Role of The CEO Institute (Platform Only)

3.1 The Marketplace is a curated directory and connection platform. It is not a sales channel, booking engine, nor an agent for any party.

3.2 **No endorsement:** Publication of any Offer does not constitute recommendation, approval, or endorsement by The CEO Institute.

3.3 **No party to transactions:** Any discussion, contracting, payment, delivery, performance, or dispute is solely between the User and the Offer Provider.

3.4 The Marketplace is provided on an “as is” and “as available” basis. We do not warrant availability, outcomes, or response volumes.

4. Eligibility to List

4.1 Eligible Offer Providers include current Speakers, Chairs, Members, and approved Partners of The CEO Institute (collectively “eligible Contributors”).

4.2 We may verify eligibility and may approve, decline, prioritise, edit for clarity/format, or remove any Listing at our discretion.

5. Submissions & Content Standards

5.1 **Submissions** must be made via our official form and include: Offer title and description; member-only benefit (including any conditions/expiry); delivery locations; delivery method; pricing/discount if applicable; contact details; and suitable brand assets (logo, imagery).

5.2 **Accuracy:** Offer Providers are solely responsible for ensuring content is accurate, lawful, current, and not misleading or deceptive.

5.3 **Professional conduct:** No aggressive sales tactics, spam, or direct selling in Syndicate meetings. The Marketplace is the approved channel for promotion.

5.4 **Intellectual property:** By submitting a Listing, Offer Providers grant The CEO Institute a non-exclusive, royalty-free licence to host, reproduce, adapt, and display submitted content for the purpose of operating and promoting the Marketplace (including on our website, emails, and presentations). Offer Providers warrant they have rights to all materials supplied.

6. Publication, Editing & Removal

6.1 We may edit for format, length, brand consistency, or clarity (without changing the substance of the Offer).

6.2 We may refuse or remove Listings that, in our view, lack member relevance or quality, breach these Terms, or risk brand integrity.

6.3 During the MVP Period, we may sequence Listings, queue publication, or pause categories while we test and refine the platform.

7. Enquiries, Purchases & Performance

7.1 User enquiries are passed directly to the Offer Provider (and may copy an MX Manager for membership verification and service quality purposes).

7.2 All follow-up, negotiations, contracting, and fulfilment occur directly between User and Offer Provider.

7.3 Users must conduct their own due diligence on suitability, pricing, scope, and provider credentials.

7.4 Offer Providers are fully responsible for delivery, outcomes, compliance with law, and after-sales service (including refunds or remedies where required by law).

8. MVP Phase & Changes to the Marketplace

8.1 The Marketplace is launching in MVP form to test member demand, content mix, and operational processes.

8.2 We may modify, suspend, or discontinue any aspect of the Marketplace (including categories, layouts, or features) without notice during the MVP Period and beyond.

8.3 We may change eligibility rules, content standards, and approval criteria to best serve member interests.

9. Pricing & Commercial Model

9.1 Free at launch: Participation for Speakers, Chairs, Members and approved Partners is free of charge at time of launch.

9.2 Future commercialisation rights: The CEO Institute reserves the right to introduce fees or paid options in future, including but not limited to:

- a) Listing fees;
- b) Premium placement or “featured” positions;
- c) Category or page sponsorship;
- d) Transaction, booking or success-based fees/commissions; and
- e) Advertising or promotional packages.

9.3 Notice of changes: We will communicate any pricing changes via our website and/or email and update these Terms. Continued use after changes constitutes acceptance.

9.4 Member benefit focus: While not a promise or representation, our intention is that any net proceeds from future commercialisation support sustainable member value (e.g., reducing pressure on membership fee increases, enhanced events, improved speakers and venues, and additional member services).

10. Data, Privacy & Member Verification

10.1 We may collect and process information submitted through the Marketplace in accordance with our Privacy Policy.

10.2 By submitting a Listing or enquiry, you consent to us sharing relevant details with the other party (and the relevant MX Manager) for verification, service fulfilment, and quality assurance.

11. Compliance & Legal Obligations

11.1 Offer Providers must comply with all applicable laws and industry standards (including the Australian Consumer Law and, where relevant, the New Zealand consumer protection framework).

11.2 Nothing in these Terms excludes any non-excludable rights or remedies under law. Where permitted, our liability is limited as set out below.

12. Disclaimers & Liability

12.1 No warranties: We make no representations or warranties about any Offer, Offer Provider, content accuracy, availability, suitability, quality, or outcomes.

12.2 No liability for third-party dealings: To the fullest extent permitted by law, we are not liable for any loss, damage, cost, or claim arising from any User-Offer Provider interaction, including performance failure, delays, misstatements, negligence,

misrepresentation, or disputes.

12.3 Service availability: We do not guarantee the Marketplace will be uninterrupted or error-free.

12.4 Limitation: Where liability cannot be excluded, it is limited (at our option) to re-supply of the Marketplace service or the cost of re-supply.

13. Indemnity

Offer Providers indemnify The CEO Institute and its personnel against any loss, claim, cost, or liability arising from: (a) their Listing or content; (b) their performance or non-performance of any Offer; or (c) any breach of these Terms or applicable law.

14. Amendments, Suspension & Termination

We may update these Terms at any time and will post the updated version on our website with a revised effective date. We may suspend or terminate access for any breach, risk to members, brand, or operations.

15. Governing Law & Jurisdiction

These Terms are governed by the laws of New South Wales, Australia. Parties submit to the non-exclusive jurisdiction of NSW courts, without prejudice to any mandatory consumer protections that may apply in New Zealand.

16. Contact

Questions about these Terms or the Marketplace can be directed to **info@ceoinstitute.com**