



CHANGE COACHING  
AUSTRALIA

## **WEBSITE TERMS AND CONDITIONS**

## TERMS AND CONDITIONS

### 1 ABOUT THESE TERMS AND CONDITIONS

- 1.1 These Terms and Conditions (**Terms**) are between you and Change Coaching Australia Pty Ltd ACN 162 458 004 (**Us, We**) and govern your access to and use of Our website and the user interface (**Services**), and any information, text, graphics, photos or other materials that you upload to or download from the Services (collectively referred to as **Content**).
- 1.2 Your access to and use of the Services is conditional on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.
- 1.3 You may use the Services only in compliance with these Terms and all applicable laws.

### 2 ABOUT THE SERVICES

- 2.1 You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof.
- 2.2 The Services that We provide are always evolving and the form and nature of the Services that We provide may change from time to time without prior notice to you.
- 2.3 We may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice.
- 2.4 We retain the right to create limits on use and storage at Our sole discretion at any time without prior notice to you.

### 3 CHANGE TECHNICIANS

- 3.1 Our Services refer to or feature other businesses, organisations or individuals who provide services (**Change Technicians**).
- 3.2 You acknowledge that Change Technicians are not Our employees, partners or agents and that they will not, by virtue of these Terms, be or for any purpose be deemed to be Our employees, partners or agents.
- 3.3 Change Technicians do not represent Our views in any way whatsoever. We do not sponsor or endorse the Change Technicians.
- 3.4 You acknowledge that any dealing you have with a Change Technician is not connected to your relationship with Us and is entered into at your own risk.



## 4 CONDITIONS OF USE

- 4.1 All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Change Coaching Australia Pty Ltd ACN 162 458 004 and its licensors.
- 4.2 The intellectual property that underpins the Services is licensed, not sold, to you by Us for use only under these Terms (**License**). We and Our licensors retain ownership of the intellectual property and reserve all rights.
- 4.3 This License will govern any updates provided by Us that upgrade, enhance, supplement or replace the intellectual property, unless such an update is accompanied by a separate license, in which case the terms of that license will govern your use.
- 4.4 You may not copy, distribute, sell, modify, or create derivative works of the intellectual property or any part thereof.
- 4.5 Nothing in the Terms gives you a right to use the Change Coaching Australia name or any of the Change Coaching Australia trademarks, logos, domain names, and other distinctive brand features.
- 4.6 Nothing in the Terms gives you a right to use the name or trademarks, logos, domain names, and other distinctive brand features of the Change Technicians featured or referred to in the Services.
- 4.7 You agree to not use the Services to:
  - a) upload, post, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - b) upload, post, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
  - c) upload, post, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - d) upload, post, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, interfere with, destroy or limit the functionality of any computer software or hardware or electronic equipment, whether belonging to Us or a third party;
  - e) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - f) interfere with or disrupt the software or servers or networks connected to the software, or disobey any requirements, procedures, policies or regulations of networks connected to the software;
  - g) intentionally or unintentionally violate any laws of Australia or of any Australian State or Territory.





- 4.8 If, in Our reasonable opinion, any of your Content breaches clause 4.7, We may remove it without prior notice to you.
- 4.9 You may create a link to Our website only if:
- a) the linking website is lawful at all times;
  - b) the link does not harm Our reputation;
  - c) you remove the link on request by Us.
- 4.10 You may not use the Services if you are under the age of 18.

## 5 PRIVACY

- 5.1 From time to time, We may collect certain information from your use of the Services. Any information that you provide when using the Services is subject to Our Privacy Policy which can be found on <http://www.changecoachingaustralia.com.au/privacy-disclaimer/>.

## 6 PASSWORD

- 6.1 You acknowledge that certain Services can only be accessed and used by you only when you become a Change Coaching Australia Member by creating an account username and password with Us.
- 6.2 You are responsible for safeguarding the password that you use to access those Services and for any activities or actions under your password.
- 6.3 We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above suggestions.

## 7 ONLINE SHOP

- 7.1 The Services may include a feature to allow you to purchase goods and services online (**Online Shop**).
- 7.2 You acknowledge that, while We have taken care to ensure that the goods and services offered on the Online Shop are accurately listed and described, We do not promise or represent that this is the case.
- 7.3 We may cancel your order if a good or service is not available for any reason. We will notify you if this is the case and return any payment that you have made.
- 7.4 If you wish to cancel your order please contact Us at [shop@changecoachingaustralia.com.au](mailto:shop@changecoachingaustralia.com.au). Once an order has been dispatched it may not be cancelled and the item must instead be returned to Us and we will provide you with a refund.
- 7.5 Any payments made using PayPal are made by You in accordance with the PayPal terms and conditions. You acknowledge that you have read and understand those terms and conditions, and that We are in no way responsible for any actions or liabilities of PayPal.





## 8 INTERACTIVE SERVICES

- 8.1 Our Services may include a feature which enables users to interact with the Services and upload content, for example, by way of comments or forums.
- 8.2 You acknowledge that we are under no obligation to oversee, monitor or moderate any such interactive feature.
- 8.3 Subject to our Privacy Policy, all Content will be considered non-confidential and non-proprietary. We will have the right to use, copy, disclose and distribute the Content to third parties.
- 8.4 The content uploaded by other users to the Services does not represent Our views.

## 9 INDEMNITY AND RELEASE

- 9.1 You agree to defend, indemnify, release from liability and hold harmless Change Coaching Australia Pty Ltd ACN 162 458 004 (including its officers, directors, employees and agents) from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (whether special, consequential or indirect and including but not limited to business interruption, lost profits or lost data) arising from:
  - a) your use of and access to, or inability to use or access, the software or Services;
  - b) your violation of any term of this License or these Terms;
  - c) your violation of any third party right, including but not limited to any copyright, property, or privacy right;
  - d) your dealings with a Change Technician; or
  - e) your use of PayPal or the Online Shop.

## 10 LIMITATION OF LIABILITY

- 10.1 To the maximum extent permitted by applicable law, Change Coaching Australia Pty Ltd ACN 162 458 004 and its subsidiaries, affiliates, officers, employees, agents, partners and licensors will not be liable for any direct, indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, good-will, or other intangible losses, resulting from:
  - a) your access to or use of or inability to access or use the Services;
  - b) any conduct or content of any third party on the Services, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties;
  - c) any content obtained from the Services;
  - d) unauthorised access, use or alteration of your transmissions or Content, whether based on warranty, contract, tort (including negligence) or any other legal theory;
  - e) your dealings with a Change Technician; and
  - f) your use of PayPal or the Online Shop.





## 11 WAIVER AND SEVERABILITY

- 11.1 Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- 11.2 If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, the remainder of these Terms will continue to apply in full force and effect.

## 12 ENTIRE AGREEMENT

- 12.1 These Terms and Our Privacy Policy are the entire and exclusive agreement between Us and you regarding the Services, and these Terms supersede and replace any prior agreements between Us and you regarding the Services.
- 12.2 We may revise these Terms from time to time. The most current version will be at <http://www.changecoachingaustralia.com.au/privacy-disclaimer/>.
- 12.3 By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

## 13 CHOICE OF LAW

- 13.1 This License and Terms will be exclusively governed by, and construed in accordance with, the laws of the Australian Capital Territory. The local and federal courts located in the Australian Capital Territory will have exclusive jurisdiction over all disputes arising hereunder or in connection with the subject matter hereof. You waive any right to allege lack of personal jurisdiction, improper venue or inconvenient forum in any such action brought in any such court.

