



A D A P T I V E
CHANGE MINDSET

WEBSITE TERMS AND CONDITIONS

1. Agreement

- 1.1. These Terms and Conditions, together with our Privacy Policy, apply to your use of Adaptive Change Mindset Pty Ltd's ("we", "our" or "us") website located at www.adaptivechangemindset.com ("Site").
- 1.2. By browsing or using the Site, you agree to these Terms and Conditions, together with our Privacy Policy (collectively, the "**Agreement**"). If you do not agree with the terms of the Agreement, you must not access, browse or use this Site.

2. Interpretation

- 2.1. In this Agreement:

"**Agreement**" has the meaning in clause 1.2;

"**Intellectual Property Rights**" means all present and future intellectual or industrial property rights (whether or not registered) throughout the world, including, without limitation, in respect of patents, copyright, moral rights, trade names, trademarks, logos, systems, circuit layout, designs, software, plant breeder's rights, domain names, trade secrets and confidential information;

"**Material**" means any information, data, source codes, drawings, content, text or images in any form (whether visible or not), audio recordings, video recordings, lists, sound, video, links, layout, look and feel, control features and interfaces contained on the Site, or otherwise displayed, uploaded or published on, or via, the Site;

"**Privacy Policy**" means our privacy policy available at www.adaptivechangemindset.com

"**Site**" has the meaning in clause 1.1; and

"**you**" or "**your**" means the person or entity accessing, using or relying upon the Site.

- 2.2. Any reference in this Agreement to the singular includes the plural, to any gender includes all genders, to any act or statute includes any Act or statute which supersedes, replaces or modifies any earlier Act or statute, to persons includes all bodies and associations both corporate and incorporated and vice versa. Paragraph headings are for reference purposes only and all references to clauses are to clauses in this Agreement unless otherwise specified.



3. Site Use

- 3.1. You warrant and represent that your access to, or use of, the Site is not unlawful or prohibited by any laws which apply to you. You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.
- 3.2. We may, for any reason, at any time and without notice to you, withdraw the Site, or change or remove Site functionality. We will not be liable to you or any third party if this occurs.
- 3.3. The Site may contain links to third party websites. Any links to such websites provided on the Site are for convenience only. We do not represent that we have any relationship with any linked websites nor recommend or endorse any goods, services or third party content appearing on, or via, other websites linked to this Site. We are not responsible for any loss or damage that may arise from your access to, and/or use of, third party websites, products and services. Additionally, we are not responsible for the content or privacy practices associated with linked websites. You should make your own enquiries before using and/or accessing third party websites.
- 3.4. You may not use the Site other than for its intended purpose. You agree that you will not engage in any activity that interferes with or disrupts the Site or the servers and networks that host the Site. You agree not to, circumvent, disable or otherwise interfere with security-related features of the Site or attempt to do so or otherwise interfere with, or restrict, any person or visitor from accessing or using the Site.
- 3.5. Unless otherwise expressly stipulated in this Agreement, you must not copy, adapt, distribute, display, reproduce or transmit any content displayed or published on the Site.
- 3.6. You must take your own precautions to ensure that the telecommunications equipment and computer systems used by you to access and use the Site does not expose your telecommunications equipment and computer systems to any viruses, malicious computer code or other forms of interference which may damage your computer system. We accept no responsibility for any loss or damage to you or anyone else which may arise out of, or in connection with, your access to, and use of, the Site.

4. Legal Capacity

- 4.1. You must be eighteen (18) years of age or over to use or access the Site. If you are under the age of 18 years (a "**Minor**"), you must immediately cease accessing and using the Site unless you have permission from a parent or guardian to access the Site in accordance with clause 4.4.
- 4.2. Your continued use of the Site is an acknowledgement by you that:
 - (a) you are over the age of eighteen (18) years,
 - (b) or have obtained the relevant permission from a parent or guardian to access the Site;



- 4.3. you accept the Agreement and agree that you have entered into a binding legal contract with us in relation to the Agreement.
- 4.4. If you are a parent or guardian permitting a Minor to access the Site, you agree to:
- (a) exercise supervision over the Minor's use of the Site;
 - (b) assume all risks associated with use of the Site as outlined in the Agreement;
 - (c) ensure that all content and information that the Minor may encounter on the Site is suitable and appropriate for the Minor;
 - (d) assume all liabilities resulting from the Minor's use of the Site;
 - (e) ensure the accuracy and truthfulness of all information submitted by the Minor;
 - (f) provide the consents contained in this Agreement on behalf of the Minor.
- 4.5. We may, at any time, request written confirmation from a parent or guardian that you have permission to access and use the Site.
- 4.6. We reserve the right to take legal action and/or seek compensation for any loss or damage we may suffer as a result of, or in connection with, the use of the Site by a Minor.

5. Intellectual Property

- 5.1. You acknowledge that we or our licensors are the owners of all Intellectual Property Rights in the Site and in all Material published on the Site, and we retain all rights, title and interest in the Site and Material (including Intellectual Property Rights contained therein) irrespective of any licence we may grant to you to access, and use, the Site.
- 5.2. You may access and use the Site (including Intellectual Property Rights contained therein) for your personal and non-commercial use only. You must not in any form or by any means reproduce, modify, distribute, store, transmit, publish, use or display the Material on another website or create derivative works from any part of the Site or the Material or commercialise any information obtained from any part of the Site or Material without our prior written consent.
- 5.3. By uploading, posting, transmitting or otherwise making available any content or material via the Site ("**Your Content**"), you:
- (a) grant to us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable and sub-licensable licence to use, publish, reproduce and otherwise exploit Your Content in any form for any purpose and unconditionally waive any moral rights that you might have in respect of Your Content; and
 - (b) represent and warrant that you either own the Intellectual Property Rights in Your Content or have the necessary permission to upload, post, transmit or otherwise make available Your Content via the Site.



5.4. We reserve the right to terminate any licence granted to you under the Agreement and/or remove any of Your Content from the Website, at any time, for any reason and without notice to you.

5.5. You agree that you will not modify or copy the layout or appearance of the Site nor any computer software or code contained in the Site, and that you will not decompile, disassemble, reverse engineer or otherwise attempt to discover, interfere with or access any source code related to the Site.

6. Linking to the Site

6.1. You must not establish a link to the Site in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

6.2. You must not establish a link to the Site from any website that is not owned by you.

6.3. This Site must not be framed on any other website, and you must not create a link to any part of this Site other than the home page. We reserve the right to withdraw linking permission at any time without written notice.

7. Indemnity

7.1. You agree to indemnify us and our officers, directors, employers or contractors (collectively, the “**Indemnified**”) and to keep indemnified and hold harmless the Indemnified from and against any and all actions, claims, demands, losses, damages, taxes, liabilities, costs and/or expenses that may be incurred by, or sustained by, the Indemnified arising out of, or in connection with, your access to, and use of, the Materials, the Site, or any breach by you of the Agreement.

8. Liability

8.1. To the maximum extent permitted by law, we exclude all:

- (a) conditions, guarantees or warranties expressed or implied by law; and
- (b) any liability to you however arising (and whether arising under statute, negligence or otherwise) for any personal injury or death to you or any third person, or for any special, direct, indirect or consequential loss or damage (including, but not limited to, loss of income or revenue, loss or interruption of business, loss of profits, revenue or contracts, loss of anticipated savings, loss of data, loss of use, loss of privacy or loss of goodwill),

arising out of, or in connection with, access and/or use of the Material or the Site, and the Agreement.

8.2. Without limiting the generality of the foregoing, you agree that in no event shall our maximum aggregate liability exceed AUD \$200. You acknowledge and agree that the limitations of liability contained in this clause are a fair and reasonable allocation of the commercial risk between the parties.



- 8.3. To the maximum extent permitted by law, all typographical, clerical or other errors or omissions in information issued by us will be subject to correction without any liability on our part.
- 8.4. Nothing contained in the Agreement excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010* (Cth) or any other national, state or territory legislation where to do so is unlawful.

9. Privacy

- 9.1. We are committed to protecting your privacy and personal information. Please see our Privacy Policy for further details about our practices relating to the collection, use, disclosure and storage of your personal information.

10. General

- 10.1. We reserve the right to make changes to this Agreement without notice to you. Any amendments to this Agreement will have immediate effect from the time that they are published on the Site.
- 10.2. Although we do our best to provide the most up to date information on the Site as this becomes available, we cannot warrant the accuracy or completeness of the information provided.
- 10.3. Any provision of the Agreement which is void or unenforceable may be severed from the Agreement without affecting the enforceability of other provisions.
- 10.4. A failure or delay by us to exercise a power or right under the Agreement does not operate as a waiver of that power or right, and the exercise of a power or right by us does not preclude our future ability to exercise that or any other power or right.
- 10.5. The Agreement is governed by, and must be construed according to, the law of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts in that State.