

WEBSITE / SERVICES / PRODUCTS TERMS AND CONDITIONS OF USE

Progressive Play ®

1. About the Website/s

- (a) Welcome to www.progressiveplay.com.au ('the Website').
- (b) The Website is operated by Progressive Play ®, it's founder (Janelle Ford) and its entities. Access to and use of the Website or any of its associated Products or Services, is provided by Progressive Play ®. Please read these terms and conditions (the '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 our other services, immediately.
- (c) Progressive Play ®, it's founder and its entities reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Progressive Play ® 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

- (a) 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 Progressive Play ® in the user interface.

3. Registration to use the online education / training services

- (a) In order to obtain access to the online education / training services, you must first register and "create a new account" via the websites student log in link, you acknowledge that the student log in link is an external link to the online learning platform www.progressiveplay.thinkific.com (the 'Thinkific' platform) of which Progressive Play ® uses to deliver its online training programs to you.
 - (i) You further acknowledge that enrolment into any one of our courses is for an individual and not for an entire service / school / entity.
 - (ii) Registration into our courses requires you to input an individual's name and an individual's personal or work email address.
- (b) As part of the registration process, or as part of your continued use of the online education / training 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) Mailing address

- (iv) Telephone number
- (v) Password
- (c) You warrant that any information you provide to Progressive Play[®], its founder (Janelle Ford) or its entities 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 and made payment via the online checkout process contained within the external 'Thinkific' platform you will be a registered member / student / participant of the education / training course program for which you have signed up for via the website and the associated and external 'Thinkific' platform for the allocated duration assigned by Progressive Play[®] to undertake the requirements of the course and you agree to be bound by the Terms.
- (e) If you register and 'create a new account' via the student log in link and fail to make payment for a course within our learning platform www.progressiveplay.thinkific.com within 48 hrs. your student account will be de-activated and you will be required to undertake the registration process again (once you are ready to pay for the intended training course).
- (f) Once you have completed the course for which you have paid and enrolled Progressive Play[®] may publish some of your information on the Progressive Play[®] website www.progressiveplay.com.au facilitator directory for the allocated duration assigned by Progressive Play[®] and you agree to be bound by the Terms as outlined in our Privacy Policy. You have the option to opt out of the directory at any time by making a request in writing either via post: PO Box 315, Bribie Island, QLD 4507 or email: info@progressiveplay.com.au.
- (g) You may not use the education / training services and may not accept the Terms if:
 - (i) you are not of legal age to form a binding contract with Progressive Play[®], its founder (Janelle Ford), its entities; and/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 Registered Course Member / Student / Participant

- (a) As a Registered Course Member / Student / Participant / Attendee, you agree to comply with the following:
 - (i) you will use the Services only for purposes that are permitted by the Terms; and;
 - (ii) any applicable law, regulation, or generally accepted practices or guidelines in the relevant jurisdictions;
 - (iii) you have the sole responsibility of 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 education / training services;

- (iv) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Progressive Play[®], its founder (Janelle Ford) and / or its entities of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (v) access and use of the Website is limited; access and use of the websites' external education / training portal www.progressiveplay.thinkific.com is non-transferable and allows for the sole use of the education / training portal by you for the purposes of Progressive Play[™] providing the education / training services;
- (vi) you will not use the Services of Progressive Play[®] or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Progressive Play[®], its founder (Janelle Ford) and / or its entities;
- (vii) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members / students / participants by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (viii) 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 Progressive Play[®], its founder (Janelle Ford) and / or its entities / representatives for any illegal or unauthorised use of the Website; and
- (ix) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

5. Payment

- (a) Where the option is given to you, you may make payment for the Services (the 'Services Fee') by way of:
 - (i) Electronic funds transfer ('EFT') into our nominated bank account
 - (ii) Credit Card Payment ('Credit Card')
 - (iii) PayPal ('PayPal')
 - (iv) STRIPE ('STRIPE')

This includes for Services outside of the education / training portal such as; Therapy / Consultancy services.

- (b) All payments made in the course of your use of the Services that are made using PayPal / Stripe and / or Eventbrite 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 PayPal / Stripe and / or Eventbrite terms and conditions which are available on their websites.

- (c) 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.
- (d) You agree and acknowledge that Progressive Play[®], its founder (Janelle Ford) and / or its entities can vary the Services and / or course Fee's at any time. Progressive Play[®], its founder (Janelle Ford) and its entities agree that once you have paid and enrolled for an education / training program that the fee will not increase for the period of your enrolment, meaning that you will not incur additional costs if in the event that the costs of the education / training program increases. You also agree that if in the event that Progressive Play[®] decreases the costs of their training programs, either by way of an 'on sale' offer or a permanent price reduction you will not be entitled to the difference in price between what you have paid and the reduction.

6. Refund Policy

- (a) Progressive Play[®], its founder (Janelle Ford) and / or its entities will only provide a refund of the education / training and / or services fee in line with the services refund policy. Please see "Refund Policy" for further information pertaining to refunds.

7. Copyright and Intellectual Property

- (a) The Website, the Services and **all related** products of Progressive Play[®] and its founder (Janelle Ford) are subject to copyright. The material on the website and in the training/ program materials and products, are protected by 'Trademark and 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 and the training courses and materials (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 Progressive Play[®], it's founder Janelle Ford and / or its contributors.

- (b) You acknowledge and agree that Progressive Play[®] and its founder Janelle Ford owns all rights, title and interest (including intellectual property rights) which subsist in or which may be obtained from the intellectual property and you undertake not to:
 - (i) take or permit or omit any action which might;
 - (ii) invalidate or put in dispute Progressive Plays[®] title to intellectual property or any part of it;

- (iii) oppose any application for registration or invalidate any registration of the intellectual property or any part of it (including without limitation a registration of the intellectual property as a patent worldwide).
- (iv) support any application to remove or undo Progressive Plays[®] title in the intellectual property or any part of it; or
- (v) assist any other person directly or indirectly in any of the above.

(c) All trademarks, service marks and trade names are owned, registered and/or licensed by Janelle Ford, who grants to you a worldwide, non-exclusive, royalty free, revocable license whilst you are a member / student / participant to:

- (i) use the Website pursuant to the Terms.
- (ii) copy and store the Website and the material contained on the Website in your device's cache memory; and
- (iii) print pages from the education / training course content for **your own personal and non-commercial use.**

Progressive Play[®] and its founder Janelle Ford does not grant you any other rights whatsoever in relation to the Website, the Training Materials, the Services or the Products. All other rights are expressly reserved by Janelle Ford.

(d) Janelle Ford retains all rights, title, and interest in and to the Website, Training Materials, and all related Services and Products. Nothing you do on or in relation to the Website will transfer any:

- (i) business name, trading name, domain name, trademark, industrial design, patent, registered design, or copyright, or
- (ii) a right to use or exploit a business name, trading name, domain name, trademark, 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) i.e., Training Materials.

(e) You may not, without the prior written permission of Janelle Ford and the permission of any other relevant rights owners associated with Progressive Play[®]: Use, copy, reproduce, share, reverse engineer, distribute, export, alter, modify, translate, broadcast, republish, up-load to a third party, transmit, post, distribute, show, create derivative works, or publicly display or change in any way the Services (training course and materials and / or products) or third- party Services for any purpose anywhere in the world 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.

- (f) to the extent necessary to give effect to this clause, you assign all of the intellectual property rights to Progressive Play[®] and its founder Janelle Ford.
 - (i) other than as expressly stated in the 'Terms and Conditions' you do not have any right, title or interest in the intellectual property.
 - (ii) intellectual property means;

any intellectual property, including copyright and trademarks, and any application or right to apply for registration of these rights, and includes the following: training courses, training program, training and program materials, recordings, manuals, products, any other material provided or otherwise delivered by Progressive Play[®] to customers / clients / attendees including but not limited to; systems, documents, templates, text, graphics, and information in the provision of the training and / or the program or products.

8. Privacy

- (a) Progressive Play[®], its founder (Janelle Ford) and its entities takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Progressive Plays[®] 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) Progressive Play[®], its founder (Janelle Ford) and its entities 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 all of the Services 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 Progressive Play[®] or its founder Janelle Ford make any express or implied

representation or warranty about the services, or any products or Services (including the products or Services of Janelle Ford) referred to on the Website, 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 Progressive Play[®] and / or its founder Janelle Ford; and the Services or operation in respect to links which are provided for your convenience.

10. Limitation of liability

- (a) Progressive Play[®] and its founder Janelle Ford '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 Progressive Play[®], its founder Janelle Ford, and 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. Termination of Contract of Service

- (a) The Terms will continue to apply until terminated by either you or by Progressive Play[®], it's founder Janelle Ford or it's entities as set out below.
- (b) If you want to terminate the Terms, you may do so by:

Your notice should be sent in writing to Progressive Play[®] via post: PO Box 315, Bribie Island, QLD, Australia 4507 or via email: info@progressiveplay.com.au

- (i) providing Progressive Play[™] with 14 days' notice of your intention to terminate: and;
 - (ii) closing your accounts for all services which you use, where Progressive Play[®] and its founder (Janelle Ford) or its entities has made this option available to you.
- (c) Progressive Play[®] or its founder (Janelle Ford) and its entities 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) Progressive Play[®] or its founder (Janelle Ford) and its entities are required to do so by law.
- (iv) the provision of the Services to you by Progressive Play[®], its founder (Janelle Ford) and / or its entities is, in the opinion of management, no longer commercially viable.
- (d) Subject to local applicable laws, Progressive Play[®] and its founder (Janelle Ford) and / or its entities reserves the right to discontinue or cancel your membership / enrolment / participation 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 Progressive Play[®] or its founder (Janelle Ford 's) name or reputation or violates the rights of those of another party.

12. Indemnity

- (a) You agree to indemnify Progressive Play[®], its founder (Janelle Ford), its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
 - (i) 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.
 - (ii) any direct or indirect consequences of you accessing, using, or transacting on the Website or attempts to do so; and/or
 - (iii) any breach of the Terms.

13. Dispute Resolution

- (a) 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).

- (b) 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.

- (c) Resolution:

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

- (i) Within 21 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.

(ii) If for any reason whatsoever, 21 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 President of the Relevant authority or his or her nominee.

(iii) 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 undertakes to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation.

(iv) The mediation will be held in Brisbane, Queensland, Australia.

(d) 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.

(e) Termination of Mediation:

If 28 days 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.

14. Venue and Jurisdiction

(a) The Services offered by Progressive Play[®] and its founder Janelle Ford is intended to be viewed by residents worldwide. 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 Brisbane, Queensland, Australia.

15. Governing Law

(a) The Terms are governed by the laws of Queensland, 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 Queensland, 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.

16. Independent Legal Advice

(a) Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and

declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

17. Severance

- (a) 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.

Approved

Date: 11th June 2024

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