

Hersoulisfierce.com

Terms & Conditions

Welcome to Hersoulisfierce.com (business, site, services, content and books of varying formats) "HSIF"

HSIF gives you an opportunity to browse products and/or services offered by Hersoulisfierce.com, Hersoulisfierce, Her Soul is Fierce (ABN 94 662 841 311).

These Terms and Conditions (Terms) govern your use of HSIF's Site, Products and/or Services. These Terms are important and should be read carefully. Any questions must please be directed to HSIF in writing at Ask us Anything contact form on Hersoulisfierce.com, before using Our Site, buying Our Products, engaging Our Services.

1. Acceptance of Terms

By browsing, accessing (including clicking a URL to), or using the Products and/or Services offered on Our Site, whether or not you have purchased or engaged Our Products and/or Services either directly or indirectly, and irrespective of your capacity as an individual, as an employee of business, or as a business; you acknowledge that you have read and understood these Terms and agree to be bound by them, and all Our other policies.

2. Variations to Terms

- 2.1. We reserve the right, in Our sole discretion, to vary, change or amend any part of these Terms. In that event, we will provide notice of the variation by publishing the updated Terms on Site.
- 2.2. The updated Terms will be taken to have effect on the date of publication.
- 2.3. Your continued use of Our Site and Products and/or Services constitutes your acceptance of updated Terms and is taken as your agreement to be bound by these updated Terms.
- 2.4. Should you object or disagree to the Terms, your only remedy is to contact Us at Ask us Anything contact form on Our Site and immediately discontinue your use of the Products and Services.

3. General Disclaimer

- 3.1. We provide the Products and/or Services on an "as-is" and "as available" basis and whilst every effort is taken to ensure that the content provided is accurate on Our Site, We make no representations or guarantees or warranties about the currency, reliability, suitability, availability or timeliness and/or accuracy of the information provided by Us for any purpose or Our Products and/or Services in general.
- 3.2. You shall not rely on any data any product or service specifications provided by Us.

- 3.3. It is your responsibility to independently determine suitability of any Products and/or Services, and to test and verify the same.
- 3.4. HSIF may cease contractual arrangements with any of its affiliate partners without any prior notice on Our Site.
- 3.5. Any information, any documents, any guidelines, or recommendations made by Us relation to Our Products and/or Services are made based on information that is available to Us at the time.
- 3.6. Any information given on Our Site (including case studies) is purely based on experience and is for illustrative purposes only. Information provided may not always be tailored specifically to you or your business or your business interest. Nothing on the Site or any of the Products and/or Services are a promise or guarantee of: (a) results; (b) an improvement of your financial situation (c) future earnings; (d) personal development; or (e) business development.
- 3.7. You acknowledge and agree that any results to be attained by you is dependent upon you solely.
- 3.8. We cannot and do not make any guarantees about your ability to achieve results or earn any money with Our content, ideas, information, tools, or strategies. You acknowledge that there is an inherent risk and uncertainty in any business enterprise or activity and agree there is no guarantee that you will achieve results or earn any money because of your purchase of Our Products and/or Services and our Affiliates' Products and/or Services.
- 3.9. Any results and/or financial representations referenced by Us on the Site, in Our courses, videos, forums during the provision of Our Products and/or Services are illustrative of concepts only and should not be considered as promises for actual or future performance.
- 3.10. Any testimonials and examples of Our Products and/or Services, wherever published (online or in print) are not to be taken as a guarantee that you will achieve the same or similar results.
- 3.11. With HSIF Guest Writers, who may be writers or professional writers, or topic area specialists for the purpose of the HSIF community, and/or who may or may not be HSIF customers, the views or opinions represented in communications on Our Site or in Our Products and/or Services, are personal and belong solely to the Guest, and do not represent those of people, institutions, or organisations that the Guest may or may not be referencing, or be associated with, in a professional or personal capacity, unless explicitly stated. Any views or opinions are not to malign any organisation, group, company, or individual.
- 3.12. We make no warranty, representation, or guarantee regarding the suitability of Our Product and/or Services for any particular purpose, nor do We assume any liability whatsoever arising out of the application or use of any Product and/or Service. You shall not rely on any data and product specifications provided by Us. It is your responsibility to independently determine suitability of any Products and/or Services to test and verify the same.
- 3.13. You acknowledge and agree that We, Our employees, affiliates and representatives are not responsible for decisions that you may make, or for any

- consequences, undesired or otherwise, that may flow from your engagement of the Site or the Products and/or Services offered on Site.
- 3.14. We shall not be liable, under any circumstances whatsoever, for any loss of business, profit or goodwill, loss of use or data, interruption of business, or for any indirect, special incidental, or consequential damages of any character, that result in any way from your use or inability to access Our Products and/or Services.
- 3.15. Any information, any documents, any guidelines, or recommendations made by Us in relation to Our Products and/or Services are made on the basis of information that was available to Us at the time.
- 3.16. Any timelines or delivery dates are provided by Us on an estimated basis only. We make guarantee that these timelines or delivery dates will be met as there may be interfering factor beyond Our control, and We are not responsible for any delay in the delivery of Products and/or Services.
- 3.17. It is your responsibility to independently verify the information made available on the Site.
- 3.18. You acknowledge and agree that any results to be attained by you are dependent upon you solely.
- 3.19. All Our Products and/or Services are intended for general education and information purposes only. Nothing on this Site, Our Products and/or Services or any of the content provided to you by Us during Our provision of the Products and/or Services, purports to offer financial, legal, tax other professional advice. You should not rely on the information provided by Us as a substitute for professional advice. Use caution and always seek professional advice before acting on information that We provide.
- 3.20. We provide support, guidance and tools for you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation.
- 3.21. We may rely on third parties to supply third party content, and We therefore do not warrant the quality or accuracy of the results.
- 3.22. Our Products and/or Services are educational (the exception being some fiction publications that are identified accordingly, and are purely for entertainment purposes), and coaching based only and the extent of any results to be attained by you whether for your own personal or professional development, is dependent upon you solely.
- 3.23. You warrant that you are of sound mind when you accept these Terms and have the capacity to accept full responsibility for assessing the risk of acting on any information provided by Us.

4. Financial Results and Profitability

- 4.1. We cannot and do not make any guarantees about your ability to achieve results or earn any money with Our content, ideas, information, tools, or strategies (including our affiliate partners). You acknowledge that there is an

inherent risk and uncertainty in any business enterprise or activity and agree there is no guarantee that you will achieve results or earn any money as a result of your purchase of Our Products and/or Services.

- 4.2. Any financial representations referenced by Us on Our Site, in Our courses, videos, forums or during the provision of our Products and/or Services are illustrative concepts only and should not be considered as promises for actual or future performance.
- 4.3. Our Products and/or Services are educational, and coaching based only and the extent of any results to be attained by you, whether for your own personal or professional development, is dependent upon you solely
- 4.4. Your personal and business development may be a gradual process, and it may take a considerable period of time to achieve your desired results. However, We make no guarantees that engaging Our Products and/or Services for an extended period of time will result in your personal and business development.
- 4.5. We provide support, guidance and tools for you to improve your skills, set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation. We will not be held liable for your failure to participate in the Products and/or Services in a reasonable manner.
- 4.6. Without limiting the generality of above clauses, a reasonable manner refers to where you do not reasonably act upon the information provided to you during the provision of the Products and/or Services, particularly is that includes Product and/or Services provided by a Third Party, such as an affiliate partnered link.
- 4.7. To the extent permitted by Law and in consideration of being permitted to participate in Our Products and/or Services, you agree that you will not make, take or seek any Claim against HSIF and its owner/s, officers, employees, agents, and independent contractors collectively referred to as “the Releasees”) arising directly or indirectly out of or in connection with your participation in or with Our Products and/or Services and unconditionally and irrevocably forever waive, release, acquit, covenant not to sue, an discharge the Releasees from and against any loss, liability, cost (including all legal costs and expenses on an indemnity basis), expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent an includes indirect and consequential loss (Loss) arising directly or indirectly out of or in connection with your participation in Our Products and/or Services.
- 4.8. Without limiting the above, you acknowledge and agree that if you are injured, you will bring no Claims, legal or otherwise, against the Releasees in respect of that injury or damage and you hold the Releasees harmless.
- 4.9. You agree to release, waive, acquit and forever discharge the Releasees from all Claims (including, but not limited to, claims for negligence, breach of contract or breach of statute), or right to compensation for damages you may claim to have or that you may have arising out of acts or omissions by yourself or by the

- Releasees, as a result of the advice given by Us or otherwise resulting from the Products and/or Services provided by Us.
- 4.10. You agree to hold harmless and indemnify the Releasees from any and all Claims made against, or Loss suffered by the Releasees, which arises directly or indirectly as a result to or in connection with your participation in Our Products and/or Services.
 - 4.11. This Disclaimer and Waiver shall bind your heirs, executors, personal representatives, successors, assigns, and agents.
 - 4.12. This Disclaimer and Waiver operates jointly and severally in favour of the Releasees.

5. Acknowledgement of Understanding

- 5.1. You acknowledge that you have read this Disclaimer and Waiver and fully understand its terms. You acknowledge you are 18 years or over, or, if you are under 18 years of age, your parent or guardian agrees to the “Declaration for Minors” below. You or you parent or guardian, if relevant, understand(s) that you are giving up substantial rights. You further acknowledge that by participating in the Products and/or Services you agree to this Disclaimer and Waiver freely and voluntarily.

6. Declaration for Minors

If you are under 18 years of age on the day this declaration is acknowledged and accepted, the declaration must be acknowledged and accepted by your parent or guardian.

7. Confidentiality

- 7.1. We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, ‘Confidential Information’) and by using Our Products and/or Services agree to respect the same rights of the other Product and/or Services users (Participants and representatives of Our Products and/or Services).
- 7.2. The parties must keep secret and confidential and not disclose any Confidential Information of the other party, except:
 - 7.2.1. By posting or otherwise publishing Your Content on Our Community, including Our “Ask us Anything” contact form, you (a) Grant Us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit Your Content in any form and for any purpose; (b) Warrant that you have the right to grant the above licences; (c) Warrant that Your Content does not breach these Terms; and (d) Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
 - 7.2.2. Where the information is in the public domain as at the date of these Terms or becomes available other than by breach of any obligation of confidentiality binding on the Recipient.

- 7.2.3. Where the disclosure is expressly permitted under these Terms or is required for the provision of the Products and/or Services.
- 7.2.4. If the party to whom the information relates has consented in writing before the disclosure.
- 7.3. We reserve the right (but have no obligation) to review, modify, reformat, reject, or remove Your Content that, in Our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and (b) Monitor use of the Site, and store or disclose any information that We collect including in order to investigate compliance with the Terms or for the purposes of an police investigation or governmental requirement/s.

8. Member of the Public Interviews for Publications

- 8.1. Interviewees who consent to answering interview questions, predominantly for Life Echoes branded publications, must be 18 years old or older, agree to their first name, first initial of their surname, and location of interview, or alternatively, home prefecture & country, being disclosed in written format, and where applicable, their comments translated and reproduced into an audiobook.
- 8.2. Original and valid photographic identification may be required to be presented to the Interviewers prior to the interview commencing. In no way is the identification used as a preferential screening tool or specifically recorded, rather as a visual check of identity, including age, and to ensure correct name and residential location spelling.
- 8.3. Interviewees agree that they receive no recompense for answering interview questions, including any wait time for interview (which times are currently negligible - being instantaneously on location at time of request to interviewee).
- 8.4. HSIF may provide, purchase or have donated, refreshments that Interviewees may or may not choose to consume. There is no obligation for either party to do so.
- 8.5. Not all interview sessions are able to allow additional extended time for interviewees to consider and agree to be interviewed. If the interview session is not scheduling for additional extended time, then the Interviewee acknowledges that they have declined an offer to be interviewed.
- 8.6. Interviewees who require additional extended time to agree to be interviewed, have no claim for that consideration time, or any claim arising out of that consideration time, from HSIF, including the Interviewers for HSIF. Interviewees are also not guaranteed to be interviewed if the interview session is filled or deemed to be filled, without the inclusion of said interviewee, even after returning to the designated location, as instructed by the Interviewers.
- 8.7. HSIF, at its discretion, reserves the right to not use an Interviewee's comments, including the bulk interview session contents, consisting of multiple Interviewees. HSIF is not required to enter into any correspondence or provide written reasons about its decision or artistic direction of a publication, other than the interview questions and answers determine the specific theme of the resultant publication.

- 8.8. Interviewees providing an in-depth interview with HSIF, are required to review and consent to the questions being asked, at least 72 hours before the interview. Unless the Interviewee has explicitly requested in writing to forego the time period without coercion or financial incentive.
- 8.9. HSIF are not commissioned and/or sponsored to conduct interviews with set interview questions (all or any), ever.
- 8.10. HSIF are, however, invited to use premises or private locations for the purposes of conducting HSIF interviews, with or without payment.
- 8.11. At no time are HSIF Interviewers required to identify or present themselves as registered, professional Journalists in their duties as Interviewers for HSIF. Accordingly, HSIF does not apply for, receive, or use Media or Press Passes for its Interviewers.

9. Intellectual Property Rights in Contract Materials and Existing Material

- 9.1. The parties agree that:
 - 9.1.1. HSIF will own all rights in and to the Contract Materials, as defined below, including an Intellectual Property Rights which subsist in the Contract Materials, or which may be obtained from the Contract Materials created from the date you purchase Our Products or engage Our Services; and
 - 9.1.2. We retain ownership over the Existing Materials, as defined below, and you acknowledge that you do not acquire any ownership rights by using the Existing Materials.

10. Moral Rights

- 10.1. To the extent permitted by applicable Law, We unconditionally and irrevocably do not consent to the following acts or omissions in respect of all Contract Materials created by Us in the course of providing the Products and/or Services:
 - 10.1.1. any use of the Contract Materials that does not identify Us as the author;
 - 10.1.2. falsely attributing the authorship of the Contract Materials or content of the Contract Materials to you;
 - 10.1.3. materially altering the style, format, colours, content or layout of the Contract Materials and dealing in any way with the altered Contract Materials;
 - 10.1.4. reproducing, communicating, adapting, publishing or exhibition Contract Materials, or
 - 10.1.5. adding any additional content or information to the Contract Material and
 - 10.1.6. do not waive any of Our Moral Rights in the Contract Materials.

11. Representations & Warranties

- 11.1. Each of the parties represent and warrant that it has full authority to enter into these Terms and is not bound by any agreement with any third party that adversely affects these Terms;
- 11.2. It will comply with Applicable Laws; and
- 11.3. It has duly and validly authorised the execution, delivery and performance of these Terms and Conditions, and such execution will not contravene any law, any constituent documents or any other arrangement that it is a party to.

12. Indemnity

- 12.1. You agree to indemnify Us and Our officers, agents, partners, directors, shareholders, employees and subcontractors, against any Loss, liabilities, costs, charges or expenses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by Us arising out of or in connection with:
 - 12.2. Your use of Our Products and/or Services;
 - 12.3. The Referral Services;
 - 12.4. Any claim made against Us or you by a third party arising out of or in connection with the provision of Our Products, Services and/or these Terms;
 - 12.5. any breach of these Terms by you, including any failure to pay any fees on time;
 - 12.6. the circulation, distribution or publication of any information or materials provided by you being contrary to Law;
 - 12.7. any reliance by you or a third party on Our Products and/or Services or any advice or information provided in connection with the provision of Our Products and Services and/or these Terms;
 - 12.8. The enforcement of these Terms.
 - 12.9. Any claim made against Us and by a third party: (i) for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the provision of the Referral Services; and/or (ii) arising out of or in connection with the provision of the Referral Services.
- 12.10. You must make payments under this clause: (a) in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by law; and (b) in the currency in which the payment is due, and otherwise in Australian dollars, in immediately available funds.
- 12.11. The indemnities in this clause (a) are continuing obligations of you, independent from its other obligations under Terms and survive termination or expiry of these Terms; and (b) are absolute and unconditional and unaffected by anything which otherwise might have the effect of prejudicing, releasing, discharging or affecting the liability you.
- 12.12. You must make payments under this clause in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by Law.
- 12.13. We are not responsible and expressly limit Our liability to the extent permitted by Law which is without limitation to your rights under the Australian Consumer Law, for damage of any kind arising out of use, reference to, or reliance or use of any information contained within Our Site or by engaging Our Product and/or Service.
- 12.14. This clause survives the termination of this agreement

13. Copyright & Trademark Notices

- 13.1. All material on this Site, (Our Content), is subject to copyright. While you may browse or print Our Content for non-commercial, personal or internal business use, you must obtain Our prior written permission if you'd like to use, copy or

reproduce it. Modification of Content for any other purpose is a violation of Our copyright and other proprietary right and is strictly prohibited.

- 13.2. You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.
- 13.3. The trademarks, logos, and service marks displayed on Our Site to denote Our brand are either registered or unregistered trademarks of Us (Our Marks). Our Marks, whether registered or unregistered, may not be used in connection with any Product and/or Service that does not belong to Us, in any manner that is likely to cause confusion with customers, or in any manner that disparages Us.
- 13.4. Nothing contained on this Site should be construed as granting, by implication, estoppel otherwise, any license or right to use any of Our Marks without Our express written permission.
- 13.5. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that We will be entitled to seek injunctive relief if such steps are necessary prevent violations of Our intellectual property rights.

14. Right to Suspend, Terminate & Refund

- 14.1. We reserve the right to suspend or terminate your use of the Site and Our Products and/or Services if you breach these terms, as determined by Us in Our sole discretion.
- 14.2. Either party may terminate your use of Our Site, Products and/or Services by providing to the other party a minimum of 7 days' written notice, unless specified otherwise in any specific product or service Terms or contract you have entered with Us.
- 14.3. Purchases and therefore refunds can only be sourced from the product and/or service seller. Seller information is indicated on the purchase page and also indicated by the tax invoice receipt.

15. Non-exclusivity

- 15.1. We do not provide Our Products and/or Services on an exclusive basis.
- 15.2. We will endeavour to protect the Confidential Information you provide Us in accordance with Our Privacy Policy.

16. Prices & Access

- 16.1. All prices are subject to change without notice.
- 16.2. We reserve the right to modify, cancel and limit any Product and/or Service at any time.

17. Liability is Limited

- 17.1. We provide Our Products and/or Services on an "as is" basis and without any warranties representations, or conditions of any kind, whether express, implied or statutory, to extent permitted by Law. Subject to the other terms of this clause, We exclude all rights representations, guarantees, conditions, warranties, undertakings, remedies or other in relation to the Products and/or

Services that are not expressly set out in these Terms to the maximum extent permitted by Law.

- 17.2. Without limiting the generality of clause 17.1, We expressly exclude any liability in contract tort or otherwise for any injury, damage, loss, delay or inconvenience caused directly or indirectly by your use of Our Products and/or Services.
- 17.3. Subject to the other Terms of this clause, Our maximum aggregate liability owed to you for any loss or damage or injury arising out of or in connection with the supply of Our Products and/or Services under these Terms, including any breach by Us of these Terms however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the actual charges paid by you under these Terms in the one month period preceding the matter or the event giving rise to the claim.
- 17.4. The disclaimers, limitations of liability and indemnities within these Terms do not exclude rights that may not be excluded by Law, including but not limited to, those rights under the Australian Consumer Law.
- 17.5. If We are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the *Australian Consumer Law* that cannot be excluded, Our total liability to you for that failure is limited to, at Our option, to the resupply of the Products and/or Services or the payment of the cost of resupply.
- 17.6. Subject to the other Terms of this clause, We exclude any liability owed to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms, including any loss of profits, loss of sales or business, loss of production, loss of agreements, loss of business opportunity, loss of anticipated savings, loss of our damage to goodwill or reputation or loss of use or corruption of data or information.
- 17.7. This clause applies to the fullest extent permitted by Law and shall survive termination of these Terms.

18. No Disparagement

- 18.1. At all times, you must not make (a) any public or private statement or comment, whether oral or in writing, which in Our reasonable opinion is:
 - 18.1.1. adverse to the interest,
 - 18.1.2. reputation or commercial standing of
 - 18.1.3. in any respect a disparaging remark or representation about Us and/or any of Our Products and/or Services; or
- 18.2. any statement that is false and
 - 18.2.1. does, or
 - 18.2.2. has the tendency to damage Our reputation

by any method including but not limited to any social media platform or review website anywhere in the world.

- 18.3. Should you breach this clause, you hereby indemnify Us in accordance with clause 12 above.
- 18.4. This clause survives the termination of this agreement.

19. Force Majeure

- 19.1. We will not be in breach of these Terms or liable to you for any Loss incurred by you as a direct result of Our failing to perform Our obligations or being prevented, hindered or delayed in performing Our obligations under these Terms where such prevention, hindrance or delay results from a Force Majeure Event.
- 19.2. If a Force Majeure Event occurs, We will notify you (Non-affected Party) in writing as soon as practicable and that notice must state the particulars of the Force Majeure Event and the anticipated delay.
- 19.3. On providing the notice in the above clause, We will have the time for performance of the affected obligations extended for a period equivalent to the period during which performance has been delayed, hindered or prevented, however, We will continue to use all reasonable endeavours to perform those obligations.
- 19.4. The performance of the affected obligations will be resumed as soon as practicable after such Force Majeure Event is removed or has ceased.
- 19.5. References to a Force Majeure Event in this clause means: events, circumstances, or causes beyond a party's reasonable control including (but not limited to):
 - 19.5.1. Strikes, lockouts or other industrial action;
 - 19.5.2. Civil commotion, riot, invasion, cyber-attack, service attack, terrorist attack or threat of terrorist attack, was (whether declared or not) or threat or preparation for war;
 - 19.5.3. Fire, explosion, storm, flood, earthquake, subsidence or other natural disaster;
 - 19.5.4. Epidemic, pandemic, health emergencies, disease;
 - 19.5.5. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 19.5.6. Interruption or failure of utility services (including the inability to use public, private telecommunications networks, servers or third-party hosting platforms); and
 - 19.5.7. The acts, decrees, legislation, regulations or restrictions of any Government Agency;

However, does not include a lack of funds.

- 20. References to Loss in this clause means: any loss, liability, cost, charge, expense, Tax, Duty or damage of any nature whatsoever, including special, incidental, or consequential damages, losses or expenses (howsoever arising or caused, including, without limitation, negligence).

21. Linked Websites, Affiliates or Sponsors

- 21.1. Any links to other websites on Our Site which are not operated by Us are not controlled by Us, and We accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of any linked sites will be subject to the terms of use and service contained within each such site.
- 21.2. As affiliates of certain services, We may also receive compensation for recommending, endorsing or promoting services as featured on Our Site or in the course of delivering Our Products and/or Services. Any affiliation or sponsorship is for remuneration purpose and is not an expression of Our own recommendation, endorsement or promotion of the services which are not Our own.
- 21.3. We make no representation or warranty as to the recommendations, endorsements, promotions We make of certain services, unless expressly stated otherwise. You acknowledge and agree that any remuneration or other non-monetary benefit We receive from Our affiliated, endorsed, or sponsored services is for the purposes of that affiliated endorsement and sponsorship only. We expressly disclaim any liability arising from your use or reliance of any recommended, endorsed or promoted services by Us which are not Our own and caution you to make your own independent inquiry prior to any such use or purchase.

22. Severability

- 22.1. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

23. No Assignment

- 23.1. You cannot transfer or assign your rights in accordance with these Terms, including any membership or registration with Us, without Our prior written consent.
- 23.2. We may assign or transfer Our rights and obligations under these Terms at any time, upon prior written notice to you of at least 4 calendar weeks.

24. Sub-contracting

- 24.1. We are free to sub-contract any of Our obligations under these Terms, but such sub-contracting will not release Us from Our liabilities under these Terms.

25. Dispute Resolution

- 25.1. If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause.
- 25.2. Any party claiming that a dispute exists must notify the other party to the dispute (Second Party) in writing of the nature of the dispute.
- 25.3. In the case of claims against us, all notices are to be provided to Our Website contact form "Ask us Anything".

- 25.4. If the dispute is not resolved by agreement within 20 business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further 20 business days.
- 25.5. Once a mediator is appointed, the parties agree that:
 - 25.5.1. The costs of the mediator shall be shared equally between the disputing parties.
 - 25.5.2. The chosen mediator shall determine the procedures for mediation.
 - 25.5.3. The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.
- 25.6. If the parties have not mediated a resolution of the dispute within 20 business days of the mediator being appointed, neither party is obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.
- 25.7. Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.
- 25.8. Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.
- 25.9. This clause survives termination of these Terms.

26. Applicable Law

- 26.1. These Terms shall be construed in accordance with and governed by the laws of Western Australia. You consent to the exclusive jurisdiction of the Courts in Western Australia to determine any matter or dispute which arises between Us.

27. Your Feedback

- 27.1. We welcome enquiries or feedback on Our Site. Unless specifically stated by you, We shall treat any information you provide us with, as non-proprietary and non-confidential. Please see Our Privacy Policy for further details. If you have questions or comments regarding this Site or Our services, please complete the "Ask Us Anything" contact form on Our Site.