



## WEBSITE & APP TERMS AND CONDITIONS OF USE – ELEMENTS 4 SUCCESS

PLEASE READ THESE TERMS AND CONDITIONS ('TERMS') CAREFULLY BEFORE USING THE WEBSITE

### 1. Who we are and how to contact us

1.1 Elements 4 Success is a mobile application ('Application') and [www.elements4success.com.au](http://www.elements4success.com.au) is a website ('Website') operated by Elements 4 Success Pty Ltd ACN 632 986 924 ('E4S, we, us and our').

1.2 To contact us, please email [admin@elements4success.com.au](mailto:admin@elements4success.com.au)

1.3 We offer leadership courses and other personal and professional development courses and leadership and mentoring information via the Application and Website from time to time ('Services'). Reference to the Application and Website, includes the Services.

### 2. By using our Application and Website you accept these Terms

2.1 You accept the Terms by using or browsing the Application and 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 E4S in the user interface.

2.2 If you do not agree to these Terms, you must not use our Application and/or Website. You agree you are at least 18 years old to make any purchases on our Application and Website.

### 3. We may make changes to these Terms

3.1 We may amend these Terms from time to time. Every time you wish to use our Application and Website, please check these Terms to ensure you understand the Terms that apply at that time.

3.2 These Terms were most recently updated on 22<sup>nd</sup> March 2023.

### 4. We may make changes to our Application and Website

4.1 We may update and change our Application and Website from time to time to reflect changes to our Services, Course, our users' needs, changes in law and our business priorities.

### 5. We may suspend or withdraw our Application and Website

5.1 We do not guarantee that the Services, Course, the materials, our Application and Website, or any content on it, will always be available, uninterrupted or be error-free. We may suspend or withdraw or restrict the availability of all or any part of our Application and Website or products for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.



5.2 This Application and Website is provided on an "as is" and "as available" basis, and we make no representations or warranties, express or implied, regarding the operation or availability of the Application and Website or Services.

## 6. Our Course

6.1 E4S will provide the following Course to you through the Application or Website:

- (a) 21 Day Lead Yourself Challenge leadership course;
- (b) All related leadership and mentoring videos, print-out and information sheets ("Materials")

6.2 We will perform the Course and/or prepare the Materials with reasonable skill and care and in accordance with these Terms and all relevant laws.

6.3 You acknowledge and agree that any dates for completion notified by us are estimates only, and we will have no liability to you for failing to meet any delivery or milestone date.

6.4 You may not disclose any Materials, or make the benefit of the Course available, to anyone else except: (i) as stated in these Terms; (ii) with our prior written consent; or (iii) where required by law or regulation.

## 7. Registration and Subscription

7.1 In order to access the Course, you must register for an account through the Application and/or Website before you can access the Course ('**Account**').

7.2 As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including, email address, preferred username, address, telephone number, and password.

7.3 You warrant that any information you give to E4S in the course of completing the registration process will always be accurate, correct and up to date.

7.4 Once you have completed the registration process, you will be a registered member of the Application and/or Website ('**Member**') and agree to be bound by the Terms.

7.5 Once you are a Member you may purchase a subscription for the Course through the Application and/or Website ('**Subscription**') and pay the applicable fee for the selected Subscription ('**Subscription Fee**').

7.6 Upon payment of the Subscription Fee, you will be granted immediate access to the Course until the subscription period expires ('**Subscription Period**').

7.7 In purchasing the Subscription, you acknowledge and agree that it is your responsibility to ensure that the Subscription you elect to purchase is suitable for your use.



## 8. Your obligations as a Member

8.1 As a Member, you agree to comply with the following:

- (a) you will use the Services only for purposes that are permitted by:
  - (i) the Terms; and
  - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (b) you have the sole responsibility for 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 Services. You must immediately notify us of any breach of your details;
- (c) any information and content within the Application and Website is confidential and proprietary in nature and, to this end, must not, under any circumstances, be copied or disclosed to any person without our prior written consent or required by law;
- (d) you will not use the Services or the Application and Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of E4S;
- (e) you will not use the Services or Application and Website for any illegal and/or unauthorised use which includes collecting email addresses of Members data and sending unsolicited emails;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Application and Website without notice and may result in termination of the Services. Appropriate legal action will be taken by E4S for any illegal or unauthorised use of the Application and Website; and
- (h) you acknowledge and agree that any automated use of the Application and Website or its Services is prohibited.

## 9. Payment

9.1 Where the option is given to you, you may make payment of the Subscription Fee by way of Apple IAP, the Google Play Store, or credit card payment (**'Payment Method'**).

9.2 Where you have signed by to a reoccurring Subscription Fee, you expressly authorise us to automatically charge your Payment Method for each Subscription Fee, without further authorisation from you.

9.3 All payments made in the course of your use of the Services are made using the relevant App Store's billing system, or through the Stripe or PayPal payment gateway. In using the



Application and Website, the Services 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 Apple IAP, Google Play Store or the relevant payment gateway's terms and conditions which are available on their websites.

- 9.4 You agree and acknowledge that E4S can vary the Subscription Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription Period.

## **10. Refund Policy**

- 10.1 E4S will only provide you with a refund of the Service Fee in the following circumstances:
- (a) Where you cancel within a week of subscribing to the Services;
  - (b) in the event E4S are unable to continue to provide the Services or if the manager of E4S makes a decision; or
  - (c) in E4S' absolute discretion, that it is reasonable to do so under the circumstances.

Where this occurs, the refund will be in the proportional amount of the Subscription Fee that remains unused by the Member (the '**Refund**').

## **11. Copyright and Intellectual Property**

- 11.1 The Application and Website, the Services, Course, Materials and all of the related content and products of E4S are subject to copyright.
- 11.2 We own the intellectual property rights in the Application and Website, Services, Course and Materials, and you will have a non-exclusive, non-transferable licence to use the Application and Website and Materials or content we provide to you for your own personal purposes.
- 11.3 You may not, without the prior written permission of E4S and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms.

## **12. Privacy**

- 12.1 E4S takes your privacy seriously and any information provided through your use of the Application and Website and/or Services are subject to E4S's Privacy Policy, which is available on our website and at <https://www.elements4success.com.au>

## **13. General Disclaimer**

- 13.1 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.



- 13.2 Subject to clause 13.1, and to the extent permitted by law all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded.
- 13.3 By using our Course or Services, you agree that E4S is not to be held liable for any decisions you make based on any of the Services, Course, Materials or guidance and any consequences, as a result, are your own. Under no circumstances can you hold E4S liable for any actions you take nor can you hold us or any of our employees liable for any loss or costs incurred by you as a result of any guidance, advice, coaching, materials or techniques used or provided by E4S.
- 13.4 All our information on both the Application and Website and in the Services and Course is informational only, not tailored to your specific circumstances and intended to assist you and does not in any way, nor is it intended to substitute professional, psychological, financial or legal advice. Results are not guaranteed and E4S takes no responsibility for your actions, choices or decisions.

#### **14. Limitation of liability**

- 14.1 E4S's total liability arising out of or in connection with the Services, Course 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, or the Subscription Fees.
- 14.2 You agree that we will not be liable for (i) loss or corruption of data, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.
- 14.3 Nothing in these Terms will limit a person's liability for anything else that cannot be limited by law.

#### **15. Competitors**

- 15.1 If you are in the business of providing similar services or courses for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of E4S. Competitors are not permitted to use or access any information or content on our Application and Website. If you breach this provision, E4S will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

#### **16. Termination of Contract**

- 16.1 The Terms will continue to apply until terminated by either you or by E4S as set out below.
- 16.2 You may terminate these Terms by giving 7 days notice to E4S. Notice can be emailed to [admin@elements4success.com.au](mailto:admin@elements4success.com.au)
- 16.3 E4S has the right to suspend, and/or terminate your access to any part of the Application and Website, Course or Services, for any reason (including a breach of these Terms) or may



prevent your use of the Application and Website, Course or Services with or without notice to you. You agree that you do not have any rights in the Application and Website or Services and that E4S has no liability to you if the Services are discontinued or your ability to access them is terminated.

## **17. Indemnity**

17.1 You agree to indemnify E4S, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (d) 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;
- (e) any direct or indirect consequences of you accessing, using or transacting on the Application and Website or the Services or attempts to do so; and/or
- (f) any breach of the Terms.

## **18. We are not responsible for viruses**

18.1 We do not guarantee that our Application and Website will be secure or free from bugs or viruses or any other type of malicious code or software.

18.2 You are responsible for configuring your technology to access our Application and Website. You should use your own antivirus software.

## **19. We are not responsible for websites we link to**

19.1 Where our Application and Website contains links to other Application and Websites (including banner advertisements and sponsored links) and resources provided by third parties, these links are provided for your information only and you access third party websites subject to the terms and conditions for those website.

19.2 You agree to read and be bound by the terms and conditions of the relevant App Store in which you downloaded this Application and Website.

## **20. App Store Terms**

20.1 If you access or download our Application and Website from the Apple App Store, you agree to Apple's Licensed Application and Website End User License Agreement and any Usage Rules set out in the App Store Terms of Service.

20.2 Otherwise if you access or download our Application and Website from the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the License Agreement and Terms of Application and Website.



## **21. Dispute Resolution**

21.1 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 both parties have attempted to resolve the dispute through mediation.

## **22. Governing Law and Jurisdiction**

22.1 The Services offered by E4S is intended to be viewed by residents of Australia. The Terms are governed by the laws of Queensland, Australia. In the event of any dispute arising out of or in relation to the Application and Website or Services, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.