

## PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE WEBSITE.

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern Motivate Kids relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, “Us”, “Our” and “We” refers to Motivate Kids and “You” and “Your” refers to you, the client, visitor, website user or person using our website.

### AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and Motivate Kids’ rights and obligations to each other.

### LIMITATION OF LIABILITY

It is an essential pre-condition to you using our website that you agree and accept that Motivate Kids is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we

shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent

permitted by law.

## COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), Motivate Kids liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

## DELIVERY OF GOODS

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

## LINKS TO OTHER WEBSITES

Motivate Kids may from time to time provide on its website, links to other websites, advertisements and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between Motivate Kids and the owners of those websites. Motivate Kids takes no responsibility for any of the content found on the linked websites.

Motivate Kids' website may contain information or advertisements provided by third parties for which Motivate Kids accepts no responsibility whatsoever for any information or advice provided to you directly by third parties. We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

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To the fullest extent permitted by law, Motivate Kids absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of

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Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of Motivate Kids to bear any and all costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

At Motivate Kids, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. Motivate Kids respects the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. Motivate Kids' secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data Motivate Kids collects is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

## THIRD PARTIES

Motivate Kids does not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist

it in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and services but not for any other use.

## DISCLOSE YOUR INFORMATION

Motivate Kids may be required, in certain circumstances, to disclose information in good faith and where Motivate Kids is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

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If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of Motivate Kids. Motivate Kids expressly excludes and does not permit you to use or access our website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then Motivate Kids will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. Motivate Kids reserves the right to exclude and deny any person access to our website, services or information in our sole discretion.

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You may not, except with our express written permission, distribute or

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## WHOLE AGREEMENT

These terms and conditions represent the whole agreement between you and Motivate Kids concerning your use and access to Motivate Kids' website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

## EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

## JURISDICTION

This agreement and this website are subject to the laws of South Australia and Australia. If there is a dispute between you and Motivate Kids that results in litigation then you must submit to the jurisdiction of the courts of South Australia.