

Moxxie Enterprises Pty Ltd

Trading as Moxxie Training Academy and Moxxie Business Services

1. Acceptance of Platform Terms and Conditions

- 1.1 You accept the Platform Terms and Conditions in full by using the Platform.
- 1.2 You must not use the Platform if you do not accept the Platform Terms and Conditions.

2. Acceptable Use

- 2.1 We grant you a non-exclusive, non-transferable, revocable, limited licence to:
 - (a) view and use information accessible from the Platform; and
 - (b) purchase goods or services from the Platform, if relevant.
- 2.2 You must not:
 - (a) cause damage or interfere with accessibility to the Platform;
 - (b) use it in connection with illegal, fraudulent or harmful purposes or activities;
 - (c) store, transmit or distribute Malicious Computer Program; or
 - (d) conduct any systematic or automated data collection activities.

3. Intellectual Property Rights

- 3.1 We own or are licensed to use all intellectual property in the Platform.
- 3.2 You may only view and download Content on the Platform for caching purposes and print a single copy of Content for personal use.
- 3.3 You must not:
 - (a) reproduce or exploit any Content on this Platform for commercial purpose;
 - (b) edit or otherwise modify any Content on the Platform; or
 - (c) redistribute any Content from this Platform unless we expressly permitted redistribution.

4. Posting Policy

- 4.1 You may upload Post on the Platform subject to this clause.

Licence

- 4.2 You grant us a non-exclusive, transferable, sub-licensable, royalty-free, world-wide licence to use any Intellectual Property in Post, including rights to:
 - (a) copy, reformat, edit or translate;
 - (b) publicly perform or present;
 - (c) distribute for any purpose including for commercial or advertising purpose; and
 - (d) incorporate in our Platform or any other works.
- 4.3 The Intellectual Property licence in relation to that material ends when you delete that Post but you understand that even if you delete Post, we may still keep back-ups for a reasonable period of time.

Prohibited Posts

- 4.4 You must not upload any Post that:
 - (a) is unlawful or promotes illegal behaviour;

- (b) is harmful, threatening, abusive or harassing;
- (c) incites violence or is graphical of violence;
- (d) is pornographic or exploits people in a sexual manner;
- (e) is defamatory or libellous;
- (f) relates to gambling;
- (g) relates to alcohol;
- (h) promotes racism, bigotry, hatred, physical harm or any other discriminatory behaviour;
- (i) is false, misleading or fraudulent;
- (j) consists of Malicious Computer Program;
- (k) impersonates any person or entity or falsely misrepresent your affiliation with a person or entity;
- (l) violates or encourages violation of these terms and conditions;
- (m) infringes or violates another's rights including copyrights or intellectual property rights;
- (n) invades another's privacy;
- (o) includes photograph or image of another person or another person's property without their consent;
- (p) reveals anyone's identification documents or sensitive financial information;
- (q) is posted to disrupt the operation of the Platform and its related services; and
- (r) advertises any company or their goods or services other than us.

Your Warranty in Post

4.5 By uploading Posts on our Platform, you warrant that:

- (a) you have the right and authority to provide the Post in the manner it is posted;
- (b) you own the Post and have the right to assign copyright ownership and other Intellectual Property to us; and
- (c) the Content is not prohibited content under clause 4.4.

Monitoring of Platform

4.6 We have not reviewed and cannot review all Posts and we are not responsible for liability arising out of your Post.

4.7 We may, at our sole discretion, pre-screen, reject or remove any Post you provide for any reason.

5. Third Party Websites and Materials

5.1 In this clause:

- (a) **Third Party Material** means material from a Third Party Website which are linked or framed to and from a Third Party Website.
- (b) **Third Party Website** means a website operated by a third party.

5.2 We do not verify, endorse or approve Third Party Material.

5.3 We provide no warranty or representation about Third Party Material:

- (a) regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material or products or services available from Third Party Website; or
- (b) as to whether they infringe any intellectual property rights.

5.4 We are not responsible for:

- (a) any offers, statements or representations that are made on behalf of a Third Party Website; or
- (b) Malicious Computer Program from Third Party Websites.

5.5 We may receive payments from a Third Party Website in relation to goods or services supplied by them as a result of you linking to the Third Party Website from our Website.

6. No Warranty

6.1 The Platform is provided 'as is' and we do not provide any express or implied representation or warranty and disclaims all

responsibility as to:

- (a) the availability of the Platform and its associated services at the time you wish to use it;
- (b) merchantability, fitness for a particular purpose and non-infringement;
- (c) accuracy or validity of information and Content on the Platform; and
- (d) whether Content is free from Malicious Computer Program.

6.2 No Content on the Platform constitutes advice of any kind and you should consult with an appropriate professional for professional advice.

7. Limitation of Liability

7.1 In this clause, a **Covered Party** means:

- (a) us, our affiliates, and any officer, director, employee, sub-contractor, agent or successor; and
- (b) each third party supplier of Content, their affiliates, and any officer, director, employee, subcontractor, agent or successor.

7.2 To the maximum extent permitted by law, a covered party is not liable for liability arising out of or related to:

- (a) content provided to you free-of-charge;
- (b) inaccuracy, errors or omissions with content;
- (c) unavailability or interruption of usage of the Platform and its services;
- (d) any delay or failure in performance beyond the reasonable control of a covered party; and
- (e) loss of data.

7.3 To the fullest extent permitted under the law, a covered party is not responsible for any indirect, special or consequential liability to a user (including legal fees) arising out of or from content or use of the Platform.

7.4 Exclusion of liability in clause 7.2 applies even if you expressly advise a covered party of the potential loss.

7.5 To the extent we cannot exclude liability and to the fullest extent permitted under the law, a covered party's aggregate liability for negligence, breach of contract or under any legislation is limited, at our discretion, to:

- (a) in case of goods, any one or more of the following:
 - (i) replacement of the goods or supply of equivalent goods;
 - (ii) repair of the goods;
 - (iii) payment of costs of replacing the goods or acquiring equivalent goods; or
 - (iv) payment of costs of repairing goods; and
- (b) in case of services:
 - (i) supply of the services again; or
 - (ii) payment of the cost of supplying the services again.
- (c) in case of any other damages, \$100.00.

7.6 Nothing in this agreement will exclude or limit our liability in respect of any:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation on the part of us; or
- (c) matter which it would be illegal or unlawful for us to exclude or limit, or to attempt or purport to exclude or limit, its liability.

8. Indemnity

8.1 You agree to indemnify us and undertake to keep us indemnified against any Liability (including legal fees) arising out of:

- (a) your breach of these terms and conditions; and
- (b) any Claim that you have breached these terms and conditions.

9. Breach of Terms and Conditions

9.1 If you breach any of these terms and conditions we may take appropriate actions including but not limited to:

- (a) issuing a warning notice;

- (b) suspending your access to the Platform;
- (c) prohibiting your access to the Platform; or
- (d) bringing court proceedings against you.

10. Termination

10.1 Platform Terms and Conditions terminate automatically if we cease to operate the Platform.

11. Jurisdiction

- 11.1 This Platform is directed at individuals or entities that reside in Australia and/or New Zealand only.
- 11.2 We make no representation that Content are appropriate or available for use in other locations and jurisdictions.
- 11.3 This Agreement is governed by the laws of the Australian Capital Territory.
- 11.4 The Parties submit to the exclusive jurisdiction of the courts of the Jurisdiction.
- 11.5 No Party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

12. Amendment

12.1 We may make changes to the Platform at any time without notice.

13. Definitions

- 13.1 The following words have these meanings unless the contrary intention appears:
- (a) **Agreement** means the Platform Terms and Conditions as amended from time to time.
 - (b) **App** means any Business application created from time to time.
 - (c) **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
 - (d) **Business** means Moxxie Enterprises Pty Ltd ACN 621 572 647, Moxxie Business Services and Moxxie Training Academy ABN 32 216 707 228 and its related subsidiaries and body corporates.
 - (e) **Claim** means any claim, suit, action, demand, or right.
 - (f) **Content** means any material on the Platform as amended from time to time including but not limited to text, document, image, logo, photo, audio material, video material and audio-visual material.
 - (g) **Liability** means responsibility for any loss (either direct or indirect), damage, injury, or expense.
 - (h) **Malicious Computer Program** includes programs that contain viruses, Trojan horses, worms or any other computer programming that may damage, modify, delete, detrimentally interfere with, access without authority or expropriate any system, data or personal information.
 - (i) **Party** means a party to this terms and conditions.
 - (j) **Parties** mean all parties to this terms and conditions.
 - (k) **Platform** means the Website, App, Facebook, Twitter, YouTube, Instagram and any other social media platform the Business engages in from time to time.
 - (l) **Platform Terms and Conditions** means the terms and conditions set out in this document.
 - (m) **Post** includes comments, images, photos, writings or any other material that you upload on our Platform.
 - (n) **Website** means <http://www.moxxiebusinessservices.com/>, <http://www.moxxietraining.com.au>, <http://www.moxxietraining.com>.
 - (o) **We, Us or Ourselves** refers to Moxxie Enterprises Pty Ltd ACN 621 572 647, Moxxie Business Services and Moxxie Training Academy ABN 32 216 707 228 and its related subsidiaries and body corporates.
 - (p) **You, Your or Yours** refers to a user of the Platform.