

ONLINE COURSE TERMS

This online platform (Platform) is operated by Percy Legal Pty Ltd trading as Head and Heart Estate Planning ABN 66 604 781 713 or its successors and assignees (we, my, our or us).

It is available at: www.headandheartestateplanning.com.au and may be available through other addresses or channels or on a platform hosted by a third party (such as Kajabi or Drop Box).

Throughout these online purchase terms and conditions (**Terms**), platform (**Platform**) refers to our online or mobile presence and educational materials, regardless of how you access it.

Acceptance

By accessing and/or using our Platform, you warrant to us that you:

- a. have reviewed these Terms which also include [our Privacy Policy available here](#) and note that these Terms together form our agreement with you;
- b. have the legal capacity to enter into a legally binding agreement with us, or if you are under 18 years of age, you have your parent's or legal guardian's permission to access and use the Platform and they have agreed to the Terms on your behalf; and
- c. agree to use the Platform in accordance with these Terms.

If you are a parent or legal guardian permitting a person who is at least 13 years of age but under 18 years of age (**Minor**) to use the Platform, you agree to assume all risks associated with their account and use of the Platform, ensure that the content on the Platform is suitable for the Minor and ensure all information submitted to us by the Minor is accurate.

Contract

When you, as purchaser of Online course content (Future-proof your Family: an Estate Planning course, and Masterclasses or such other further course as we release from to time in our discretion), (**you or your**) place an order (**Order**) via our Platform, you will receive an acknowledgement confirming receipt of your order. However, this acknowledgment will not constitute acceptance of your order.

A contract will not be formed between us until we send you confirmation by e-mail that the online course which you ordered have been dispatched to you by email or other form of digital download (**Contract**). In the case of audio, video or online course content hosted from our Platform, we grant you a licence (which is limited, revocable, non-exclusive and non-

transferable) to listen to, watch or stream such content for your personal, non-commercial use, subject to the terms and conditions of any applicable third party platform used to host our Platform.

You agree that you will not copy, reproduce, distribute or use the content other than as set out in this Contract and that you must not sell, transfer, lease, modify, distribute or publicly perform the content included as part of the Contract or provided to you by us.

If you breach the Contract we reserve the right to terminate your license to use any purchased products. Only those products or services listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed. Any additional order for one on one services or other products we offer will be subject to another Contract.

Pricing

We try and ensure that all details, descriptions and prices that appear on our Platform are accurate, note that errors may occur. Where we become aware of any such error we will endeavour to notify you.

Payment

Payments are to be made by the method you choose from our Platform. The payment method that you choose to use may be subject to additional terms and conditions that are imposed by the applicable third party payment processor. Where a third party payment processor is used, please review these terms and conditions before choosing and using your selected payment method. You will be charged in Australian dollars unless advised otherwise and where applicable, Goods and Services Tax (GST) will be added to the price.

Delivery of digital product

The digital product and/or course access on our Platform (which includes access to any relevant third party platform) will be provided to you by email or other form of digital download, including but not limited to streaming them from a third party platform. You acknowledge and agree that any use of a third party platform means you will be subject to the terms and conditions of that platform as well as these online purchase terms and conditions.

Refund policy

Please choose carefully. We do not normally give refunds if you change your mind or make the wrong decision. However, where we are required to provide a refund to you under Australian Consumer Law, you are entitled to a replacement or refund for a major failure.

Limitation on claims

We have no liability to the extent that a failure of the product or service you purchase from us is attributable to any act or omission on your part.

Our liability for failure to comply with a consumer guarantee under the Australian Consumer Law is limited to:

- a. in the case of goods supplied by us, the replacement of the goods or the supply of equivalent goods (or the payment of the cost of the replacement or supply), or the repair of the goods (or the payment of the cost of the repair); and
- b. in the case of services supplied by us, the supply of the services again or the payment of the cost to the Customer of having the services supplied again.

Subject to the preceding paragraphs, no attempt is made to exclude or limit liability arising under the Australian Consumer Law to the extent that there is a statutory restriction on such exclusion or limitation. In all other respects, our total liability for loss or damage of every kind, whether arising pursuant to the Contract or these terms of service or arising in any other way out of or in relation to the supply of the goods, their sale, delivery or the way they behave, and whether in tort or contract or in any other cause of action, is limited to an amount equivalent to the sum paid by you to us for the goods.

Warranty disclaimer

To the extent permitted by law, any condition or warranty that would otherwise be implied into these Terms is hereby excluded. Further, the application of the United Nations Convention on Contracts for the International Sale of goods (the Vienna Convention) to this agreement (by virtue of any law relevant to this agreement) is excluded.

Intellectual Property rights

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Platform and all of the content used on our Platform (**Content**). We also own all of the Content. Your use of our Platform to participate in our online course and/ or digital products and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Platform or the Content.

You must not, without the prior written consent of us or the owner of the Content (as applicable):

- a. copy or use, in whole or in part, any Content;
- b. reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- c. breach any intellectual property rights connected with our Platform, including (without limitation) by:
 - i. altering or modifying any of the Content;
 - ii. causing any of the Content to be framed or embedded in another website or platform; or
 - iii. creating derivative works from the Content.

User Content

You may be permitted to post, upload, publish, submit or transmit relevant information and content, including reviews (**User Content**) on our Platform. By making available any User Content to you on or through these methods, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through, or by means of our Platform.

You agree that you are solely responsible for all User Content that you make available on or through our Platform. You represent and warrant that:

- a. you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content as contemplated by these Terms; and
- b. neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Platform we use for the Content will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve and are not responsible for any User Content. We may, at any time at our sole discretion, remove any User Content.

Title and risk

Title in the goods does not pass to you until payment has been received. Risk of loss or damage to the goods passes to you upon dispatch.

Exclusion of competitors

You are prohibited from using our Platform, including the Content, in any way that competes with our business. If you breach this term, we will hold you responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/ or whether present, unascertained, future or contingent (Liability) we suffer, and hold you accountable for any profits that you may make from non-permitted use.

Discontinuance

We may, at any time and without notice to you, discontinue our Platform in whole or in part. We may also exclude any person from using our Platform and our Content, at any time at our sole discretion. We are not responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Waiver

Any waiver of any provision of the terms of service will be effective only if in writing and signed by us. Without limiting the foregoing, if you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

No guarantee

While every effort has been made to accurately represent the courses we offer and the likely outcome, there is no guarantee that you will achieve the results that you may have expectations of. In this regard, your level of success in completing any digital online course offered by us depending on the time you devote to the program and other external factors. Since these factors differ according to different individuals we cannot guarantee your success or any particular outcome or other external outcomes such as legal information about the need for an estate plan, what is in an estate plan, and information on the different documents and appointments in an estate plan, as well as legal topics that frequently intersect with estate planning.. You enter into any online course or program of study we offer on this basis.

Disclaimer

You acknowledge and agree to proceed on the basis that the information provided in our physical products (if any), our digital products (including online courses) is not provided on a solicitor/ client basis. Rather it is legal information only and not advice. You agree to proceed with this digital course and any other associated products or services on the basis, noting that

if you do engage Lucy Percy and Head and Heart Estate Planning as your lawyer, and law firm, Head and Heart Estate Plan will provide their costs disclosure and costs agreement by way of engagement with you prior to any solicitor/ client relationship being established.

You warrant that you have not relied on any testimonials published by us as a reliance to purchase the online course or otherwise purchase the digital products we offer and undertake that you will participate in this course on that basis and hold us harmless if you do not achieve the results you desire.

Entire agreement

The above terms set out in this online purchase terms and conditions constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us.

Variation

We may modify these Terms from time to time by posting the amended Terms on our Website. By continuing to use the Website and any associated third party platform hosting our Content after such modification, you agree to the amended terms. If you do not agree to the modifications, you must terminate your account with our Website and any other associated third party platform hosting our Content.

Severance

The provisions of these Terms are severable and if any provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

Governing law

The laws in force in Victoria, Australia govern these terms of service. You agree to submit to and be bound by the exclusive jurisdiction of the courts of that jurisdiction.

I have read and agree to these terms of purchase.

Percy Legal Pty Ltd trading as Head and Heart Estate Planning ABN: 66604781713

Email: lucy.percy@percylegal.com.au

Last update: 18 October 2020