

TERMS AND CONDITIONS OF USE FOR STRAWBERRY SEED CONSULTING

Strawberry Seed Consulting (ABN 39854425115) (we refer to ourselves as “Strawberry Seed”, “we”, “us” or “our” in this Agreement) and its affiliates own and operates the website located at <http://strawberryseed.com.au> and all associated sites linked to <http://strawberryseed.com.au> including all Mobile Applications and documentation that enables the use of the Site Mobile Applications and upgrades from time to time (collectively known as the “Site”). Strawberry Seed is an online service that provides products, and services, including Resume Coach, Real Resume Examples and online training offered through the Site and related mobile applications, tablets or other platforms and applications and upgrades from time to time (collectively, the “Services”). You may also elect to purchase additional Services once you have been provided with access to the Site.

Strawberry Seed provide the Services for the Term subject to the following notices, Privacy Policy and terms and conditions (“Terms of Use”). However, sometimes additional terms may apply and should be considered to form part of these Terms of Use. These Terms of Use govern your access and use of the Site.

By accessing the Site or placing an order, you agree to be bound by these Terms of Use, and agree that you are responsible for compliance with any applicable laws and legislation.

Please read these Terms of Use carefully. If you do not agree with any of these Terms of Use, you are prohibited and must refrain from using this Site and are required to delete any content from your mobile device (if applicable).

By clicking the “agree” button, browsing, downloading or using the Site, you acknowledge that you have read and understood these Terms of Use and agree to be bound by these Terms of Use, and agree that you are responsible for compliance with any applicable laws and legislation.

These Terms of Use constitute a binding Agreement between the consumer (“You”, “User”, “Consumer”) and Strawberry Seed. Strawberry Seed reserves the right, at its sole discretion, to change, modify, add or remove parts of these Terms of Use at any time. It is the Consumer’s responsibility to check these Terms of Use periodically for changes. Should You continue to access or use the Site or Services after such changes have been made effective, you effectively agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Site and Services immediately. The materials contained in this Site are protected by applicable Copyright and Trademark law.

1. Interpretation

In these Terms of Use, the singular includes the plural and vice versa. These Terms of Use must not be varied unless by express written agreement by Strawberry Seed.

Unless Strawberry Seed expressly consents, you must not assign any obligation, entitlement, charge or otherwise deal with Strawberry Seed’s rights or obligations under these Terms of Use to a third party.

The failure of Strawberry Seed to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

Agreement means this agreement or licence and any variation in writing after the date of access or order placed.

2. Eligibility

Strawberry Seed will grant you a non-exclusive, non-transferrable and revocable licence to use the Services and access the Site provided that you comply with these Terms of Use.

3. Using the online Services

In order to use the Services, the User is required to have compatible software, internet access and the minimum specifications (“Software Requirements”). The Services will be provided in English. You may upgrade the version of the software from time to time in order to support new functions and services, if any.

Strawberry Seed’s provision of the Services is subject to your compliance with the Terms of Use. Permission is granted to You to temporarily download one copy of the real Resume Examples, however You may access and download all other purchased items at your discretion during the Term for the purposes of personal use only.

By placing an order for the Services, you agree that you will not violate any rights of Strawberry Seed or its affiliates. No Services will be provided by Strawberry Seed on any terms and conditions other than these Terms of Use and those prescribed by law.

Subject to the limited licence granted under these Terms of Use, Strawberry Seed retains all rights existing now and hereafter in respect of the Services.

4. Your use of the Site

You are required to create an account with LearnUpon via a link on the Strawberry Seed Site in order to obtain access to and order the Services. When you create your Strawberry Seed account, you must provide us with accurate and complete information and update that information if and when it changes.

When you register or create an account with Strawberry Seed, you will obtain a “User ID”, which only you are authorized to use. Individuals and entities whose access to the Site and/or Services has previously been terminated may not register for an account or use your account. Please ensure that you protect your User ID at all times from unauthorised use and notify Strawberry Seed immediately upon becoming aware of such unauthorised use. You may not attempt to gain any unauthorized access to any aspect of the Site, Strawberry Seed’s systems and software connected to the Site or to any Strawberry Seed server or its affiliated programs and data. You agree not to use any device or software to interrupt or interfere with the proper working of the Site or Strawberry Seed’s networks or systems. You also agree not to impede any other consumer’s use or right of access to the Site or Strawberry Seed’s systems and networks.

You will be permitted to place orders or enroll for the Services which may then be downloaded to your device or platform. Once the Services are purchased you will be afforded unlimited access to the purchased Service via the Site for the Term. You are permitted to use the Services and downloaded products for the Term; the online training services for a period of sixty (60) days, and the Real Resume Examples for a period of thirty (30) days from the date of download (“Term”). Upon the expiration of the Term (or earlier termination), you agree to immediately cease use of the Services and acknowledge that you will have no further rights pursuant to the Services. Upon expiration of the Term your access will be restricted or terminated. However, you may receive automatic electronic reminders to notify you of the expiration of the Services and will afford you the option to download your content input at this time. These Terms of Use shall survive termination or expiration of Services.

You are prohibited from using the Site and any Content for any purpose which is considered unlawful or prohibited by these Terms of Use and may not use, solicit information or perform any illegal activity which may infringe the rights of Strawberry Seed or any third parties.

Strawberry Seed will use reasonable efforts to make the Services available at all times. However you acknowledge the Services may be provided over the internet and mobile networks and therefore the quality and availability of the Services may be affected by matters which are beyond the control of Strawberry Seed.

5. Orders and payment

The User acknowledges and agrees that there is no cooling off period after payment for the Services. If the User decides to cancel the transaction, the User acknowledges that no refunds will be provided unless otherwise permitted in this Agreement.

Unless otherwise stated, all prices stipulated by Strawberry Seed are exclusive of Goods and Services Tax ("GST"). Prices stated are those as at the date of the order ("order" refers to orders for Services placed via Strawberry Seed's Site), excluding the costs of any additional Goods ordered. All prices are subject to alteration without notice and the User should regularly check prices displayed on Strawberry Seed's Site prior to placing an order. All fees are provided in Australian dollars (AUD).

Payment is required at the time the order is placed. Alternatively, payment may be made by annual subscription where offered by Strawberry Seed.

Strawberry Seed may provide discounts for Services from time to time for selected Services. Strawberry Seed therefore cannot confirm the price of the Services until the order is completed prior to payment being made. Strawberry Seed uses its best efforts to ensure that the Services are priced correctly; however in some rare instances the Services listed on our Site may be mispriced. In these instances, Strawberry Seed will remedy the matter in accordance with Consumer legislation to the extent permitted by law.

The User acknowledges and agrees that any orders placed on a Third party Supplier's website, application or platform shall be in accordance with the Third party Supplier's own Terms of Use and prices.

The Services will commence on the date the User's order is accepted by Strawberry Seed ("the effective date"). Strawberry Seed or its payment providers may ask you to provide additional details or require you to confirm your details to enable Strawberry Seed to process any orders placed via the Site.

Strawberry Seed may cancel any part of an order (including orders that Strawberry Seed may have accepted) without any liability to you for cancellation at any time if:

- (a) The Services in that order are not available;
- (b) There is an error in respect of the Services provided on the Site which have been ordered; or
- (c) The User's order has breached these Terms of Use.

Strawberry Seed makes no representation as to the availability of the Services ordered through Strawberry Seed's Site or the Third party Supplier's site. Please be aware that Strawberry Seed may cancel any order for the Services in accordance with these Terms of Use.

If Strawberry Seed cancels any part of an order in accordance with these Terms of Use (in particular, where a product is unavailable or there is a pricing or product description error), we will provide you with reasonable notice of that cancellation, and will not charge you for the cancelled order. If any payment has been taken, then the full payment amount, including the delivery fee and any other fees and charges, will be refunded to your original payment method or through an alternative means where the Order is cancelled due to a technical fault of the Services or products. No refunds will be provided where You have breached these Terms and Conditions.

Where You are in breach of these terms and conditions, it will be at Strawberry Seed's discretion to provide you with reasonable notice of that cancellation. Once you click "Submit" on the checkout page, you are not able to cancel your order and receive a refund for products or Services, except in accordance with these Terms of Use.

Should payment be unsuccessful or be rejected by our payment service providers, then your order will be cancelled by Strawberry Seed. You may pay the charges for an accepted order with any of the payment methods permitted by PayPal or other payment service provider as nominated by Strawberry Seed from time to time.

We will provide you with a receipt at time of delivery which specifies the total fees and charges for the Services in the order.

6. Refunds and Replacements

Strawberry Seed acknowledges that Consumer legislation contains certain guarantees for the supply of Goods and Services through the Strawberry Seed Site that cannot be excluded, restricted or modified by these Conditions.

You are entitled to have the Services repaired or replaced if the Services fail to be of acceptable quality and the failure does not amount to a major failure. Please keep proof of your order (eg. Payment receipt or login email).

6.1 Notice to repair Goods

Provided notice is given to Strawberry Seed in writing within two (2) Business days of receipt or delivery of the Services, all Services presented for repair may be replaced by refurbished Services of the same type rather than being repaired. Refurbished parts may be used to repair the Services.

Strawberry Seed are not responsible in any way for any refunds and replacements in respect of the Services purchased from a Third party Supplier.

7. Commercial use of the online services

If you wish to use our Services for commercial purposes you must create a business account or enter into a separate Agreement with Strawberry Seed.

8. Additional Terms

Strawberry Seed's Site may include areas in which third parties may advertise their goods and services.

9. Limitation of Liability

The *Competition and Consumer Act 2010* (Cth) and similar State legislation in Australia may confer rights and remedies on you in relation to the provision of our Services, which cannot be excluded, restricted or modified ("Non-excludable rights").

Strawberry Seed provide the Site and Services on an "as is" basis. Accordingly, Strawberry Seed does not make any representations or warranties of any kind, express or implied in respect of your access or results of the Site. Strawberry Seed shall limit its liabilities to the maximum extent permitted by law.

Strawberry Seed does not accept any responsibility for any unavailability, difficulty or other internet and/or mobile network problems whatsoever you may experience in using our Site or Services.

Strawberry Seed makes no representations as to the correctness, timeliness, merchantability, accuracy or reliability of the information, materials or Services provided by us on this Site. Strawberry Seed does not accept liability for any errors, defaults, omissions, expired information or incorrect information displayed on the Application. Strawberry Seed cannot ensure that any files or data downloaded from this Site will be free from viruses or contamination. In the event that You discover an error or fault on the Site or Services, you should advise Strawberry Seed as soon as practicable.

In no event shall Strawberry Seed or its suppliers be liable for any damages (including without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the content and materials of the Site. Strawberry Seed disclaims all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Site and Services. By accessing the Site or placing an order, you agree to indemnify and hold harmless, Strawberry Seed and its affiliates against all claims, costs liabilities, losses, expenses and damages arising out of your use of the Site.

Strawberry Seed is not liable to you for any damage, virus or alteration caused to your equipment or software including but not limited to computer equipment, handheld device or mobile telephones as a result of the download or use of the Services.

Strawberry Seed shall not be liable for the availability, change in price of the goods or Services of the where the product is unavailable or there is a pricing or product description error.

Upon ordering or purchasing Services from a Site other than Strawberry Seed (a Third Party Supplier or third party site), you acknowledge that Strawberry Seed is not involved in or responsible for, any transactions (including purchases, credits, refunds and warranties) between you and the Third party Supplier other than as stated in these Terms of Use. However, Strawberry Seed will retain control over the quality, safety or legality of the Services supplied by Third party Suppliers or the ability of Third party Supplier's to sell the Services.

You hold Strawberry Seed harmless at all times against loss, damage, action as a result of any misrepresentations or unavailability of the Services.

10. Modifications

All information provided on this Site is subject to change without notice. By accessing and using this Site, you agree to be bound by the current version of the Terms of Use.

11. Copyright and Intellectual Property

All text, graphics, user interfaces, visual interfaces, photographs, Trade Marks, logos, sounds, music, artwork and computer code (collectively "Content") shall be controlled or licenced by Strawberry Seed. All current and future content included on this Site is the property of Strawberry Seed or its content suppliers and we retain all rights protected by statute, common law or equity in or in relation to any copyright, Trade Marks, designs, patents, circuit layouts, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields including without limitation, those rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation in July 1968.

Strawberry Seed will retain title and ownership of any Intellectual Property brought to the engagement by Strawberry Seed or created in any format as a result of the Services or the means by which they are provided. By accepting the Terms of Use, you grant Strawberry Seed a licence to use your Intellectual Property provided in your User Content as it deems appropriate for the duration of the Agreement.

Strawberry Seed will not be restricted by these Terms of Use from developing and using in the future any Services, ideas, concepts, information or knowhow.

Strawberry Seed's Trade Marks may not be used in connection with any Service that is not the property of Strawberry Seed in any manner that is likely to cause confusion among consumers, or in a disparaging manner to Strawberry Seed.

Except as expressly provided in these Terms of Use, no part of this Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web

site or other medium for publication or distribution or for any commercial enterprise, without Strawberry Seed's express prior written consent.

12. Confidentiality

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and software devices.

The parties, their employees, agents or sub-contractors, must not disclose Confidential Information belonging to the other without the other's consent unless the disclosure is to:

- (i) a Third Party in relation to the provision of the Services.
- (ii) the insurers or legal advisors of a Party.
- (iii) required by law or a regulatory authority.

This clause shall survive termination of the agreement.

13. Termination

This licence shall automatically terminate if you breach one of these Terms of Use at any time. Strawberry Seed reserves the right to terminate an account or cancel orders placed at their sole discretion to the extent applicable by law. However, continued use of the Services will be deemed to constitute acceptance to these Terms of Use (as revised from time to time).

You may only terminate this Agreement by written notice to Strawberry Seed, cancellation or deletion of the Services and your Account.

Upon termination of the Agreement, you continue to be bound by the provisions of these Terms of Use to the extent that they are applicable.

14. Privacy

Strawberry Seed's Privacy Policy applies to all access of this Site and as well as use and order of Strawberry Seed's Services, and its terms are made part of these Terms of Use for the purposes of these Terms of Use. Please also visit our Privacy Policy at <http://strawberryseed.com.au/privacy-policy>.

By accessing the Site, you agree to be subscribed to Strawberry Seed and our Third Party Supplier's email communications, including notifications, newsletters and promotional emails that will be sent.

15. Governing Law

These Terms of Use and all other agreements and documentation with Strawberry Seed for the Services is governed solely by Australian Law under Victorian jurisdiction and any dispute must be determined exclusively in a Court or other tribunal within the jurisdiction of Australia.